



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MAY 21, 2024
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Contiguous Annexation Petition: A public hearing will be held to consider a Contiguous Annexation Petition for property located at the intersection of Providence Lane and Hopedale Drive, NCPIN#2757372928. This parcel is within the City of Lenoir's Extra Territorial Jurisdiction (ETJ), zoned R-15 and is contiguous with the Lenoir City Limits. Staff recommends approval of the submitted Annexation Ordinance.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting held on Tuesday, May 7, 2024 as submitted.
- B. Resolution; Interbasin Transfer Request: Approval of a resolution requesting the NC Environmental Management Commission to reject the City of Charlotte's interbasin transfer request to modify their certificate increase from their current transfer of 33 millions gallons per day to transfer 63 million gallons of water per day from the Catawba River Basin to the Rocky River Basin as submitted.
- C. Fireworks Authorization Permit: Approval of an application for a Fireworks Display Permit as submitted by Chris Jacobs, Fire Marshall, City of Lenoir. The date of the display is July 4, 2024 beginning at 9:30 p.m. at Lenoir Optimist Park and will be conducted by Pyro Shows, Inc. for the City of Lenoir Recreation Department. A certificate of liability insurance has been submitted by Pyro Shows Inc. and has also been verified.
- D. Bid Award; Zacks Fork Splash Pad: Staff recommends awarding the construction contract for the Zacks Fork Splash Pad to Barrs Recreation, with a total contract amount of \$313,845.00. Barrs Recreation met the design requirements and is the lowest, responsive, responsible bidder.
- E. Construction Engineering Inspection Services: Based on the Letters of Interest (LOI) submitted and NCDOT approval, Staff recommends approval to award the contract for the EB-5806 Hospital Avenue Sidewalks Project for Construction Engineering Inspection services (CEI) to Mattern & Craig at an anticipated ceiling of \$353,625.00 based on 15% of the engineers estimated construction cost. The purpose of this sidewalk project is to provide a safe route along Hospital Avenue from Harper Avenue to US Hwy 321. Note: Mattern & Craig has a successful background with NCDOT and LAP funded projects, as they are prequalified with NCDOT to provide these services. Mattern & Craig also has a good history of projects completed within the City of Lenoir.

- F. Retirement Resolution; Sherry Long Griffin: Approval of a retirement resolution for Sherry Long Griffin, Assistant Executive Director & Community Development, Western Piedmont Council of Governments (WPCOG) in honor and recognition of her thirty eight years of dedicated and outstanding service to the citizens and community.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

I. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. City Council will conduct an FY2024-25 Budget Work Session on Thursday, May 23 at 6:00 p.m. at City Hall, Third Floor Conference Room. An additional Budget Work Session will be held on Thursday, May 30 if necessary.
2. The American Legion Post 29 will host a Memorial Day Service on Sunday, May 26 beginning at 6:30 p.m. on the square in downtown Lenoir. The public is invited to attend.
3. City offices will be closed on Monday, May 27 in observance of Memorial Day.
4. The Committee of the Whole will meet on Tuesday, May 28 at 8:30 a.m. at City Hall, Third Floor Conference Room.
5. The I Heart Main Street dinner will be held on Thursday, May 30 at The Harper Room beginning at 6:00 p.m. This is a ticketed event.
5. The Neon Bike Ride will be held on Friday, May 31 beginning at 8:30 p.m. at the Lenoir Rotary Soccer Complex. Riders will have the opportunity to decorate their bikes from 8:00 p.m. – 8:30 p.m.

B. Items for Council Action

1. FY2024-25 Proposed Budget: City Manager Scott Hildebran will present the recommended FY2024-2025 Annual Budget for the City of Lenoir to City Council and further request that City Council call for a public hearing to be held on Tuesday, June 4, 2024 at 6:00 p.m. to consider approval of the recommended budget.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

CITY OF LENOIR
COUNCIL ACTION FORM: May 21, 2024

I. Agenda Item:

Public hearing for Annexation Petition A1-24.

Contiguous Annexation Petition; NCPIN 2757372928

II. Background Information:

City Council called for a public hearing to be held on Tuesday, May 21, 2024. This annexation petition is for property located at the intersection of Providence Lane and Hopedale Drive, NCPIN #2757372928. This parcel is within Lenoir's ETJ, zoned R-15, and is contiguous with the Lenoir City Limits. This was advertised in the NewsTopic on May 9 and 16, and a sign was posted on the property May 9.

See attached annexation ordinance, and exhibits A & B for the legal description and map of the property.

III. Staff Recommendation:

Approval of the petition for annexation on May 21, 2024.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF LENOIR, NORTH CAROLINA TO INCLUDE THE ENTIRE CARL & SYLVIA WILSON PROPERTY LOCATED AT PROVIDENCE LANE, AS RECORDED IN DEED BOOK 2099, PAGE 1332 IN THE CALDWELL COUNTY REGISTRY.

WHEREAS, the Lenoir City Council has been petitioned under NCGS 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Lenoir City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition, **A#1-24**; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held on the **21st day of May, 2024** after due notice by publication on **May 9 and 16th, 2024**; and

WHEREAS, the Lenoir City Council further finds that the area described therein meets the standards for contiguous annexation of NCGS 160A-31; and

WHEREAS, the Lenoir City Council does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Lenoir City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Lenoir and the area proposed for annexation will be best served by annexing the area described herein;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Lenoir, North Carolina:

Section 1. By virtue of the authority granted by NCGS 160A-31, the contiguous territory described in "Exhibit A" and shown on map in "Exhibit B" is hereby annexed and made part of the City of Lenoir as of the **30th day of June, 2024**.

Section 2. Upon and after the **30th day of June, 2024** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Lenoir and shall be entitled to the same privileges and benefits as other parts of the City of Lenoir. Said territory shall be subject to municipal taxes according to NCGS 160A-31(e).

Section 3. The Mayor of the City of Lenoir shall cause to be recorded in the office of the Register of Deeds of Caldwell County, and in the office of the Secretary of State of Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted this the 21st day of May, 2024. Effective the 30th day of June, 2024

Joseph L. Gibbons
Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley M. Cannon
City Clerk

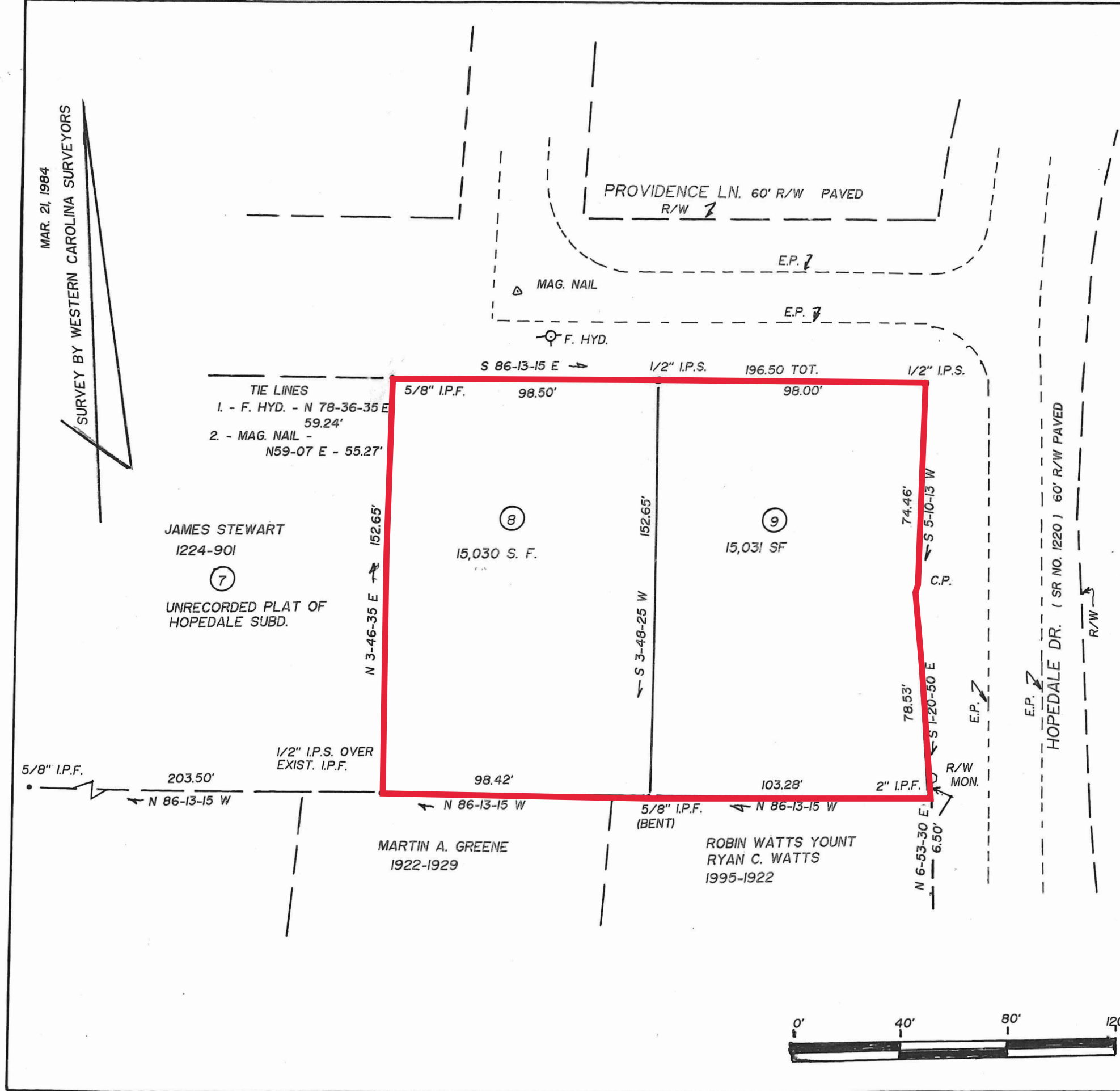
Timothy J. Rohr
City Attorney

Exhibit "A"

Beginning at an iron pin located in the southern margin of Providence Lane said iron pin also being a corner of James Stewart (Deed Book 1224 Page 901) and running thence with the southern margin of Providence Lane S 86°-13'-15" E 196.50 feet to an iron pin in the western margin of Hopedale Drive and running thence with the western margin of Hopedale Drive S 5°-10'-13" W 74.46 feet to a point and thence S 1°-20'-50" E 78.53 feet to an iron pin located in the western margin of Hopedale Drive and running thence with the property of Robin Watts Yount (Deed Book 1995 Page 1922) and Martin A. Greene (Deed Book 1922 Page 1929) N 86°-13'-15" W 201.70 feet to an iron pin, a corner of James Stewart (Deed Book 1224 Page 901) and running thence with said Stewart property N 3°-46'-35" E 152.65 feet to the point of beginning. The above description contains 30,061 square feet as surveyed by James D. Ferguson, Land Surveyor dated Nov. 2, 2023.

The above description being all of Lot Nos. 8 & 9 of an unrecorded plat of Hopedale Subdivision as surveyed by Western Carolina Surveyors dated March 21, 1984.

Exhibit B - Annexation A1-24



I, JAMES D. FERGUSON CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK 1996 PAGE 1292. THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____. THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : _____. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 2ND DAY OF NOV. 2023.

SURVEYOR : James D. Ferguson
REGISTRATION NO. 1302



NOTES AND LEGEND

- IRON PIN FOUND - •
- IRON PIN SET - ○
- MAG. NAIL - Δ
- FIRE HYD. - ⊙
- R/W MON. - ⊕

AREA CALCULATED USING THE COORDINATE METHOD.
NO HORIZONTAL CONTROL WITHIN 2000 FEET.

BOUNDARY SURVEY		
THAD A. TAYLOR ESTATE - PROPERTY OF LOT NOS. 8 AND 9 OF UNRECORDED PLAT OF HOPEDALE SUBD. AS SURVEYED BY WESTERN CAROLINA SURVEYORS - MAR. 21, 1984		
SCALE : 1" = 40'	PIN NO. - 2757371928	DRAWN BY : J.D.F.
DATE : NOV. 2, 2023		FB : 263
SURVEYED BY : JAMES D. FERGUSON - P.O. BOX 433 - GRANITE FALLS, NC 28630		
CALDWELL COUNTY - HUDSON TOWNSHIP		FILE NO.

LENOIR CITY COUNCIL
TUESDAY, MAY 7, 2024
6:00 P.M.

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Ralph Prestwood, Kimmie Rogers, David Stevens, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

ABSENT: Councilmember Todd Perdue.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Assistant Fire Chief Kenny Nelson, Main Street & Economic Development Director Brenda Floyd, Police Chief Brent Phelps, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Director of Special Projects & Grants Jared Wright, Public Services & Public Utilities Director Jeff Church, Public Services & Public Works Director Jon Hogan, Communication Director Joshua Harris and Intern Kate Starr.

Also in attendance was News-Topic Reporter Shelby Powell.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

WELCOME; JARED

WRIGHT: B. On behalf of City Council, Mayor Gibbons welcomed Jared Wright as the City's new Director of Special Projects and Grants. Director Wright previously worked for the City as the Public Works Director.

WELCOME; KATE

STARR: C. On behalf of City Council, Mayor Gibbons welcomed Kate Starr, Appalachian State University graduate, who is doing a management internship with the City of Lenoir during the summer months.

CONGRATULATIONS; BRENDA FLOYD

& PHIL HARPER:

- D. On behalf of City Council, Mayor Gibbons congratulated Main Street & Economic Development Director Brenda Floyd upon her daughter graduating from North Carolina State University this past weekend and he also congratulated Parks & Recreation Director Phil Harper upon his daughter graduating from East Carolina University.

Mayor Gibbons also asked everyone to keep Councilmember Todd Perdue's daughter in their thoughts and prayers as she is recovering from recent surgery.

**CONDOLENCES; CHARLOTTE
POLICE DEPARTMENT/US MARSHALLS:**

- E. Mayor Gibbons asked everyone to keep the families of the four officers that were killed in the line of duty in Charlotte, NC on April 29 in their thoughts and prayers as well as the families of the four officers that were wounded. Mayor Gibbons stated he learned the officers recovering in the hospital were released today.

**SPECIAL RECOGNITION; PEACE
OFFICERS MEMORIAL WEEK:**

- F. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Police Chief Brent Phelps proclaiming the week of May 12 through May 18 as "Peace Officers' Memorial Week" and Wednesday, May 15 as "Peace Officers' Memorial Day throughout the City of Lenoir.

Chief Phelps referred to the officers that were shot in Charlotte and stated the emotions are still fresh and heavy on everyone's heart at the Police Department. He said he contacted Charlotte Police Chief Johnny Jennings who shared it was very tough to go through this type of situation.

Chief Phelps stated he wished City Council didn't have to recognize this occasion and reported that 137 officers across the nation died in the line of duty in 2023 with 3 being from North Carolina. Chief Phelps stated the top two causes are gunfire and automobile accidents. Chief Phelps commented he was proud of all of his officers because they make the choice to come into work every day not knowing if they will return home. In addition, Chief Phelps pointed out it is hard to find people who want to serve others before they serve themselves. He thanked City Council for the recognition and the opportunity to speak.

Mayor Gibbons thanked Chief Phelps for all the Police Department Staff do each day to keep the City of Lenoir and its citizens safe.

**SPECIAL RECOGNITION; NATIONAL
PUBLIC WORKS WEEK:**

- C. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Public Services Public Works Director Jon Hogan proclaiming the week of May 19 through May 25 as "National Public Works Week" throughout the City of Lenoir.

Mayor Gibbons said the Public Works Department is the glue that holds the City together and thanked Director Hogan and all of his staff for all that they do for the City of Lenoir.

Director Hogan said this year's theme is "Advancing the Quality of Life for All" and shines a light on all Public Works staff. He stated they also serve as first responders. Director Hogan commended all of his staff and emphasized the City is truly blessed to have such talented people.

**SPECIAL RECOGNITION; CELEBRATE
DRINKING WATER WEEK:**

- D. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Public Services Public Utilities Director Jeff Church proclaiming the week of May 5 through May 11 as "Celebrate Drinking Water Week" throughout the City of Lenoir.

In order to educate the public, Director Church explained the process of how water distribution works and how it is treated from the beginning until it is distributed from the plant to all of the City's customers. He also reported the City has 400 miles of water and sewer lines that are maintained by staff.

Director Church stated the Department has 45 employees and introduced the staff members in attendance along with the number of certifications each one has achieved. He stated each certification earned improves their knowledge of the water industry.

On behalf of City Council, Mayor Gibbons stated Public Utilities is a great department with great leaders.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 16, 2024 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, April 16, 2024 as reviewed by the City Attorney, City Council and City Manager.
- C. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, April 23, 2024 as submitted.
- D. Contiguous Annexation Petition; Certificate of Sufficiency: Staff recommends City Council accept the Certificate of Sufficiency and defer the Public Hearing until Tuesday, May 21 for a Contiguous Annexation Petition for property located at the intersection of Hopedale/Drive and Providence Lane (NCPIN#2757372828) as submitted.(A copy of the Certificate of Sufficiency is attached to these minutes as information.)
- E. Resolution of Support & Commitment: Staff requests authorization from City Council by resolution to apply for an Active Transportation Infrastructure Investment Program (ATIIP) Planning Grant for a Federal Highway Administration Planning Grant to Study the feasibility of Creating a Trail along the Caldwell Railroad from Lenoir to Hickory. The WPCOG is submitting the application on behalf of the City of Lenoir and six (6) other jurisdictions (Hudson, Sawmills, Granite Falls, Rhodhiss, Hickory & Caldwell County.) Note: The proposed application amount is \$100,000 and the total local match is \$25,000. As one of seven (7) local governments matching for the project, the City of Lenoir will contribute \$3,575. The estimated study area length is approximately 25 miles. (A copy of the resolution of support is attached to these minutes as information.)
- F. Capital Project Budget Ordinance; Comprehensive Plan: Staff requests that City Council adopt the Capital Project Budget Ordinance in the amount of \$125,000 to include the expenditure of funds for the development of a Comprehensive Plan as recommended. (A copy of the capital project budget ordinance is attached to these minutes as information.)
- G. Budget Amendments; FY2023-2024: Staff requests approval of the amendments to the annual Budget Ordinance for the fiscal year ending June 30, 2024 as follows:
 - Item 1: Approve the utilization of additional general fund revenues for needed expenditures.
 - Item 2: Approve the allocation of general fund expenditures for such obligations as professional services for the Lenoir Fire Department (LFD) sinkhole and needed repairs for various equipment and buildings during the fiscal year.
 - Item 3: Approve the utilization of additional enterprise fund revenues for needed expenditures.

- Item 4. Approve the allocation of enterprise fund expenditures.
- Item 5: Approve the allocation of funding for the Comprehensive Plan Capital Project.
- Item 6: Approve the funding for Main Street Expenditures.
- Item 7: Approve the allocation of fund balance for the LTDA for project funding such as the LHS and the pavilion. (A copy of the budget amendments is attached to these minutes as information.)
- H. Proclamation; NLC 100th Anniversary: Approval of a proclamation to commemorate the National League of Cities (NLC) 100th Anniversary and celebrate the incredible contributions of America's local governments, by officially designating May as National Cities, Towns & Villages Month as submitted. (A copy of the proclamation is attached to these minutes as information.)
- I. Proclamation; Peace Officers Memorial Week: Approval of a proclamation proclaiming the week of May 12 through May 18 as Peace Officers' Memorial Week and Wednesday, May 15 as Peace Officers' Memorial Day throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)
- J. Proclamation; National Public Works Week: Approval of a proclamation proclaiming the week of May 19 through May 25 as National Public Works Week throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)
- K. Proclamation; Celebrate Drinking Water Week: Approval of a proclamation proclaiming the week of May 5 through May 11 as Celebrate Drinking Water Week throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to adopt items A through K on the Consent Agenda as described above and as recommended by City Staff.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

ABC BOARD: 1. The ABC Board will meet on Thursday, May 9 at 2:00 p.m.

LENOIR BUSINESS ADVISORY BOARD:

2. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, May 9 at 6:00 p.m. City Hall, Third Floor Conference Room.

CITY/COUNTY SERVICES COMMITTEE

3. The City/County Services Committee will meet on Monday, May 13 at noon at the J.E. Broyhill Civic Center.

ECONOMIC DEVELOPMENT

ADV. COMM. 4. The Economic Development Advisory Committee will meet on Thursday, May 14 at 8:15 a.m. at the J. E. Broyhill Civic Center.

PLANNING

BOARD: 5. The Planning Board will meet on Monday, May 20 at 5:30 p.m. at the City/County Chambers.

INTERBASIN TRANSFER

MEETING: 6. A meeting is scheduled for Wednesday, May 8 at 5:30pm at the Ridgeview Branch Library in Hickory to discuss the City of Charlotte's Interbasin Transfer Request.

B. Items for Council Action**AGREEMENT; WATER**

PURCHASE: 1. Staff recommends approval of the proposed Water Sales Agreement between the City of Lenoir and Caldwell County to provide up to 1,500,000 gallons of drinking water per day at the applicable wholesale water rate. The Agreement shall become effective on the 1st day of July, 2024 and shall expire on the 30th day of June, 2034 unless earlier terminated in accordance with the terms herein.

A copy of the agreement is hereby attached to these minutes as information.

City Manager Hildebran pointed out the only change in the agreement is to increase the length of the term from five-years to 10-years.

Following a brief discussion and upon a motion by Councilmember Thomas, City Council voted 6 to 0 to adopt the Water Sales Agreement between the City of Lenoir and Caldwell County as described above and as submitted.

**AGREEMENT; CONSOLIDATION OF CITY
OF LENOIR & CALDWELL COUNTY 911 SERVICES & THE
CREATION OF A JOINT AGENCY:**

2. Staff recommends approval of a 911 Consolidation Agreement between the City of Lenoir and Caldwell County for the Consolidation of 911 Services and the Creation of a Joint Agency pursuant to N.C.G.S. §160A-462 to provide emergency public safety communication services within Caldwell County and the City of Lenoir. The North Carolina 911 State Board is advocating and encouraging Communication Centers to centralize services within each county. This consolidation will reduce response times due to the elimination of 911 call transfers. Additionally, state funding provides financial support for centralized centers as funding for "stand alone centers", such as the Lenoir Police Department, are no longer available. Chief Phelps stated the new center would be state of the art and located on property owned by Caldwell County adjacent to the Caldwell County Sheriff's Office, Health and Human Services Building.

The operational date is planned to coincide with the 2025-2026 Fiscal Year beginning July 1, 2025. However, in the event initial operations for the Caldwell Joint Emergency Communications Center (JECC) are delayed beyond such date, the agreement date shall be the date the JECC is operational. The City of Lenoir shall appropriate funds to the annual costs of staff, maintenance, operation, and repair of the JECC in a reverse grant beginning on the date of inception. The City of Lenoir will contribute over five fiscal years, beginning at \$771,000 in the first year, \$620,000 the second year, \$465,000 the third year, \$310,000 the fourth year, and \$155,000 the fifth year. Hereafter, the City of Lenoir's financial obligation shall end.

(A copy of the agreement is hereby attached to these minutes as information.)

Police Chief Brent Phelps stated City Attorney Timothy Rohr along with Caldwell County Attorney David Lackey have reviewed the agreement. He also mentioned that Burke and Watagua counties have consolidated their centers and reiterated that financially it is the best option for a new center due to the City not receiving any funding if it does not agree to a consolidation.

Chief Phelps reported a Communication Advisory Board (CAB) will be formed consisting of the following representatives: a) Caldwell County Sheriff or designee, b) Lenoir Chief of Police or designee, c) Caldwell County Fire Association or designee, d) Caldwell County Emergency Services designee, e) North Carolina Emergency Management designee, and f) NC VIPER representative designee. He pointed out the departments are currently working on how will they address any issues that may occur.

Caldwell County Manager Donald Duncan thanked City Council for their partnership and all of the cooperation the County has received from the City. He also expressed thanks to Representative Destin Hall and NC Senator Dean Proctor for their assistance with obtaining funding for this project. Mr. Duncan reported the state has offered the City of Lenoir and Caldwell County \$24,000,000 for this project and stated the County will apply for the next round of digital funding. Mr. Duncan explained that Caldwell County will be the heart of emergency management in the western part of the state and reported the other two centers will be located in Kinston and Raleigh. Next, he explained a Security Response Team center consisting of the National Guard, NC VIPER and other agencies will be housed in the basement of the County building with construction to start at the end of the year. He clarified the center would essentially be a bunker inside of a building and is currently in the design phase. This team will be notified of any natural disasters.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 6 to 0 to adopt the Consolidation Agreement between the City of Lenoir and Caldwell County for the Consolidation of 911 Service and the Creation of a Joint Agency pursuant to N.C.G.S. §160A-462 to provide emergency public safety communication services within Caldwell County and the City of Lenoir as recommended.

**ORDER OF ABATEMENT;
501-A STAGE STREET:**

3. Staff recommends approval of an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 501-A Stage Street, Lenoir, NC, Parcel ID 06-18-1-51 and NCIN#2749485147 as submitted.

A copy of the recorded Order of Abatement is hereby attached to these minutes as information.

Upon a motion by Councilmember Beal, Council voted 6 to 0 to adopt the Order of Abatement for property located at 501-A Stage Street NW as described above and as submitted.

**ORDER OF ABATEMENT;
510 STAGE STREET NW:**

4. Staff recommends approval of an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 510 Stage Street NW, Lenoir, NC Parcel ID 06-18-1-50 and NCPIN#2749486124 as submitted.

A copy of the recorded Order of Abatement is hereby attached to these minutes as information.

Upon a motion by Councilmember Beal, Council voted 6 to 0 to adopt the Order of Abatement for property located at 510 Stage Street NW as described above and as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****ANNOUNCEMENTS: AUTHORITIES/
BOARDS/COMMISSIONS:**

- A. Mayor Gibbons announced a list of appointments and potential re-appointments beginning July 1, 2024 to the City's Authorities/Boards/Commissions for various term lengths as follows:**

ABC Board (3-Year) Steven Stewart

Foothills Airport Authority (2-Year) Charles Thomas

Lenoir Housing Authority (5-year) Ben Boaz
Vacant (2026)

Lenoir Business Advisory Board (3-Year) Tim Biddix
Patrick Longano
Mark Transou
Matt Underwood

Planning Board/Historic Preservation Commission (3-year) James Bradshaw
Marta Lazo
Lucy McCarl

Board of Adjustments (3-year) James Bradshaw
Leah Hamilton
Tim Scobie

Recreation Advisory Board (2-year) Schonna Banner
Darryl Lipford
Vacant

Lenoir Tourism Development Authority (4-year) Angela Johnson (Lodging)
Vacant (Lodging)

These appointments will be placed on the May 21 City Council Agenda for Council's consideration of approval.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**X. ADJOURNMENT**

- A.** There being no further business, the meeting was adjourned at 6:50 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir, North Carolina that:

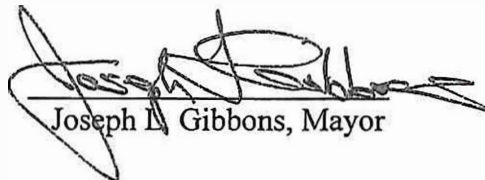
Section 1. A public hearing on the question of annexation of the area described herein will be held at 905 West Avenue, Lenoir, NC at 6:00pm on May 21st, 2024.

Section 2: The area proposed for annexation is described in Exhibit A.

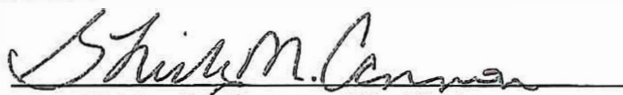
Section 3. Notice of the public hearing shall be published in the Lenoir News Topic, a newspaper having general circulation in the City of Lenoir, at least ten (10) days prior to the date of the public hearing.

SEAL

This the 7th day of May, 2024.


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



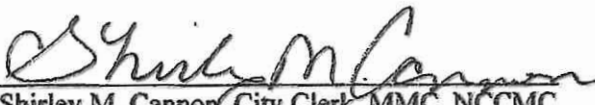
CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Lenoir, North Carolina:

I, Shirley Cannon, City Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the City primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Lenoir, this the 7th day of May, 2024.


Shirley M. Cannon, City Clerk, MMC, NCCMC

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

CITY OF LENOIR

**RESOLUTION OF SUPPORT FOR ACTIVE TRANSPORTATION INFRASTRUCTURE
INVESTMENT PROGRAM PLANNING GRANT APPLICATION AND MATCHING FUNDS**

WHEREAS, the Federal Highway Administration has developed the Active Transportation Infrastructure Investment Program Planning & Design Grant program, distributing \$44,550,000 for planning and design grants and construction grants; and

WHEREAS Active Transportation Funds can help improve the safety, efficiency, and reliability of active transportation networks and communities, enhance the resiliency of on- and off-road active transportation infrastructure and help protect the environment, and improve quality of life in disadvantaged communities through the delivery of connected active transportation networks and expanded mobility opportunities; and

WHEREAS trails and greenways have a significant impact on the economic viability of the community through increased levels of tourism as well as the ability to attract and retain businesses such as restaurants, outfitters, lodging, and entertainment; and

WHEREAS trails and greenways offer quality-of-life benefits to all by providing accessible multimodal transportation to community destinations and places of work, and as sites for social and cultural activities, outdoor workshops for education, tools for economic revitalization, and resources for healthy recreation; and

WHEREAS Lenoir has existing parks with trails and walking tracks and has developed the City of Lenoir Greenway and the Zack's Fork Bike Trail; and

WHEREAS the parks, greenways, trails and natural areas in our community provide a common ground for people of all ages and abilities to socialize and gain access our natural, cultural, and historic resources; and

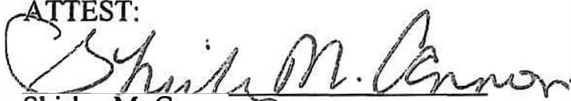
NOW, THEREFORE, BE IT RESOLVED that the City of Lenoir supports a Planning Grant application to study the feasibility of creating a trail along the Caldwell Railroad that would provide connections to other municipalities in Caldwell County and to the City of Hickory and agrees to provide matching funds in the amount of \$3,575.

Adopted this 7th day of May, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



Capital Project Ordinance for the City of Lenoir

Comprehensive Plan

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted as revised:

Section 1: The project to authorize activities for Comprehensive Plan Capital Project to include the expenditure of funds for the development of a Comprehensive Plan. The project is to be funded by local funding.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised expenditure are appropriated for the project:

Description	Budget
Comprehensive Plan	\$125,000.00
Total Expenditures	\$125,000.00

Section 4: The following revised revenues are anticipated to be available to complete this project:

Description	Budget
Local Funding	\$125,000.00
Total Revenue	\$125,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

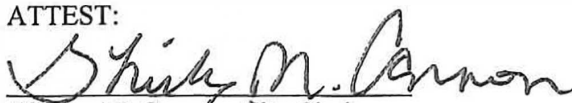
Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 7th day of May, 2024.

SEAL

ATTEST:


Shirley M. Cannon, City Clerk


Joseph D. Gibbons, Mayor

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

2023-2024 Fiscal Year Budget Amendment Tuesday, May 7, 2024

Request for amendments to be made to the annual budget ordinance for the fiscal year end 6/30/2024.

ITEM 1: ALLOCATE FUNDING TO THE GENERAL FUND FOR REVENUE INCREASES.

Account Number	Department	Increase	Decrease
3200	MV TAX	195,000.00	
3835	SALES OF FIXED ASSETS	30,000.00	
3839	INSURANCE REIM	100,000.00	
3831	INTEREST EARNED	500,000.00	
3430	ABATEMENT CHARGES	91,000.00	
3316	POWELL BILL	78,963.00	
3317	CONTROLLED SUBSTANCE	40,700.00	
	TOTAL REVENUE INCREASE	1,035,663.00	

ITEM 2: ALLOCATE FUNDING TO THE GENERAL FUND FOR EXPENDITURES.

Account Number	Department	Increase	Decrease
4110	LEGISLATIVE	60,000.00	
4120	ADMINISTRATION	100,000.00	
4270	ENGINEERING	145,000.00	
4310	POLICE SUPPORT	65,663.00	
4340	FIRE SUPPORT	305,000.00	
4510	STREET ADMIN	25,000.00	
4512	STREETS TRAFFIC CONTROL	170,000.00	
4710	SANITATION	90,000.00	
6122	MULBERRY	75,000.00	
	TOTAL EXPENDITURE CHANGES	1,035,663.00	
	NET EFFECT ON THE GENERAL FUND BUDGET	1,035,663.00	
	NET EFFECT ON FUND BALANCE AFTER REVENUE INCREASE	-	

ITEM 3: ALLOCATE FUNDING TO THE ENTERPRISE FUND FOR REVENUE INCREASES.

Account Number	Department	Increase	Decrease
3831	INTEREST INCOME WATER FUND	350,000.00	
	TOTAL REVENUE INCREASE	350,000.00	

ITEM 4: ALLOCATE FUNDING TO THE ENTERPRISE FUND FOR EXPENDITURES.

Account Number	Department	Increase	Decrease
7130	RHOODHISS PLANT		25,000.00
7131	WATER DISTRIBUTION		25,000.00
7132	WATER RESOURCES	75,000.00	
7133	ADMINISTRATION	250,000.00	
7140	WASTEWATER COLLECTIONS		25,000.00
7143	LOWER CREEK PLANT	100,000.00	
	TOTAL EXPENDITURE CHANGES	425,000.00	75,000.00
	NET EFFECT ON THE ENTERPRISE FUND BUDGET	350,000.00	-
	NET EFFECT ON FUND BALANCE AFTER REVENUE INCREASE	350,000.00	-

ITEM 5: ALLOCATE FUNDING TO THE COMPREHENSIVE PLAN CAPITAL PROJECT.

Account Number	Department	Increase	Decrease
4910	PLANNING		125,000.00
4975	COMPREHENSIVE PLAN CAP PROJECT	125,000.00	

Tuesday, May 7, 2024

Minutes-City of Lenoir Council Meeting

	TOTAL EXPENDITURE CHANGES	475,000.00	125,000.00
ITEM 6: ALLOCATE FUNDING FROM THE GENERAL FUND TO MAIN STREET FOR EXPENDITURES.			
Account Number	Department	Increase	Decrease
4920	MAIN STREET	40,000.00	
3981	TRANSFER FROM GENERAL FUND	40,000.00	
	TOTAL REVENUE AND EXPENDITURE CHANGE	40,000.00	-
ITEM 7: ALLOCATE FUNDING TO THE LTDA FOR EXPENDITURES.			
Account Number	Department	Increase	Decrease
4990	LTDA	110,000.00	
3991	FUND BALANCE		110,000.00
	TOTAL EXPENDITURE CHANGES	110,000.00	110,000.00



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

PROCLAMATION

IN CELEBRATION OF THE NATIONAL LEAGUE OF CITIES 100TH ANNIVERSARY

Whereas, the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly;

Whereas, the nonpartisan National League of Cities is the oldest and largest organization representing municipal governments throughout the United States, representing the interests of more than 19,000 cities, towns, and villages across the country;

Whereas today, the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations;

Whereas, as the voice of cities, towns, and villages in Washington, DC, the National League of Cities has successfully championed federal legislative solutions that support municipalities and has worked closely with Congress and the Executive Branch to educate policymakers on the realities of local implementation;

Whereas, the City of Lenoir is a proud member of the National League of Cities, and has benefited from the organization's research, technical expertise, federal advocacy and opportunities to learn from other local governments;

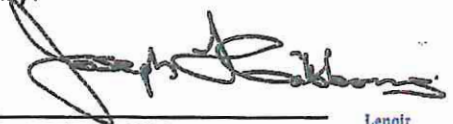
Whereas, local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world;

Whereas, from the nation's smallest villages to its largest cities, America's local governments have been essential in transforming the United States of America into the greatest, most influential nation in world history;

Whereas, the City of Lenoir was first incorporated in 1851 and is proudly served today by the Lenoir City Council and a municipal workforce of 257 full-time dedicated public servants;

Now, therefore, be it resolved that the City of Lenoir City Council hereby proclaims May 2024 as **National Cities, Towns, and Villages Month** in celebration of America's local governments and the National League of Cities' historic Centennial Anniversary.

SEAL


Joseph L. Gibbons, Mayor



Tuesday, May 7, 2024

Minutes-City of Lenoir Council Meeting

PROCLAMATION



In Recognition of

Peace Officers' Memorial Week

May 12 – 18, 2024



WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Lenoir Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Lenoir; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Lenoir Police Department unceasingly provide a vital public service;

NOW THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and call upon all citizens of Lenoir and upon all patriotic, civic and educational organizations to observe the week of May 12 – May 18, 2024, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens;

FURTHERMORE, I proclaim and call upon all citizens of the City of Lenoir to recognize May 15, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the 7th day of May, 2024.

SEAL

Joseph L. Gibbons
Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon
Shirley M. Cannon, City Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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**PROCLAMATION IN HONOR OF
NATIONAL PUBLIC WORKS WEEK
“Advancing Quality of Life For All”**

WHEREAS, Public Works Professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Lenoir and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Lenoir to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council, do hereby designate the week of May 19 through May 25, 2024, as “*National Public Works Week*” and urge all citizen to join with representatives of governmental agencies and the American Public Works Association in activities and ceremonies designed to pay tribute to our Public Works professionals, engineers and administrators and to recognize the substantial contributions they have made to our national health and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 7th day of May, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
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C. D. THOMAS

PROCLAMATION

IN CELEBRATION OF DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society - low mortality rates, economic growth and diversity, productivity, and public safety are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of the City of Lenoir is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

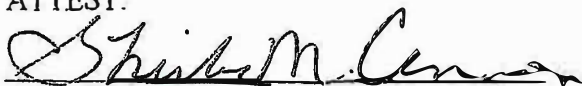
NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim the week of May 5 – 11, 2024 as ***"Celebrate Drinking Water Week"*** throughout the City of Lenoir.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 7th day of May, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

AGREEMENT TO PURCHASE WATER

THIS CONTRACT is made and entered into this 1st day of July, 2024 by and between the City of Lenoir, a North Carolina Municipal Corporation hereinafter referred to as "Lenoir" and the County of Caldwell, hereinafter referred to as "Caldwell County".

WITNESSETH

WHEREAS, Lenoir and Caldwell County, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and the Caldwell County Commission; and

WHEREAS, Lenoir currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, and maintaining said system and selling potable water to the public within its service area; and

WHEREAS, Caldwell County owns and operates a water distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Lenoir and Caldwell County mutually desire to enter into an agreement to sell and purchase water in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has determined that it has the capability to sell water to Caldwell County throughout the term of this agreement without impairing services to the users connected to its water system; and

WHEREAS, Lenoir and Caldwell County each has or holds and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This agreement shall commence on the 1st day of July, 2024, and unless earlier terminated in accordance with the terms herein, shall expire on the 30th day of June, 2034. (Hereinafter referred to as the "Water Service Period".)
2. Lenoir agrees to provide and sell to Caldwell County up to 1,500,000 GALLONS (ONE MILLION FIVE HUNDRED THOUSAND) of potable

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

water maximum daily flow, measured through metered connections which are located, prescribed and maintained by Lenoir, at or above minimum State of North Carolina and Federal Standards for Public Water. Such maximum daily flow shall be based on a thirty (30) day average daily flow.

Both Lenoir and Caldwell County shall annually conduct a mutual review and joint analysis for planning purposes of past and projected future water usages and needs. The Parties shall share appropriate information and data with each other to facilitate such review and planning.

3. Caldwell County agrees to use best efforts not to exceed the above maximum daily flow provided for in Section 2 of this agreement, unless Lenoir expressly agrees that said maximum daily purchase(s) may exceed 1,500,000 gallons for a specified period of time.
4. The water purchased by Caldwell County from Lenoir shall be transmitted on a continuous basis unless there is an unforeseen break, outage or interruption of Lenoir's water supply or water distribution system. In which case, Lenoir shall notify Caldwell County of the circumstances and provide timely updates so as to keep Caldwell County informed of the status of repairs or remedy(ies) for any such interruption.
5. Caldwell County agrees to timely pay Lenoir for water purchased on a monthly basis, in accordance with invoices, which shall be based upon meter readings conducted by Lenoir at all metered connections between the Lenoir and Caldwell County water systems. Lenoir agrees to read said water meters monthly and deliver to Caldwell County a written report summarizing said meter readings within fifteen (15) working days of each monthly meter reading. Lenoir will submit to Caldwell County a written invoice based on such meter readings by the 20th day of the following month. Caldwell County agrees to pay Lenoir the amounts of each such monthly invoice within 30 calendar days of the date of each invoice.
6. The initial Base Water Rate charged to Caldwell County for water purchases shall be \$2.56 per one thousand gallons of water provided by Lenoir to Caldwell County. In the event the average daily flow during any monthly billing period exceeds the maximum daily flow of 1,500,000 gallons, the following surcharges (The "Surcharge Rate") will apply to the overage:

(1,500,001) to (1,550,000) gallons - \$2.82/1000 gallons
 (1,550,001) to (1,600,000) gallons - \$3.10/1000 gallons
 (1,600,001) gallons or more \$3.42/1000 gallons

Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the Base Water Rate and /or the Surcharge Rate as it deems necessary. Lenoir shall not increase said rates to Caldwell County more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Caldwell County in writing of planned

increases with an explanation of the factors used to determine set increase in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year. Provided, however, that the percentage of any increase in the rate charged to Caldwell County shall not exceed the percentage of increase in the rate charged to any other City of Lenoir water customer.

7. Lenoir agrees to maintain /repair /replace existing Lenoir water meters at the connection point(s) between the Lenoir and the Caldwell County water system as may be necessary to accurately measure the flow of water through the meter(s) to Caldwell County under this agreement.

Lenoir shall calibrate such metering equipment at least every five (5) years, or whenever requested in writing by Caldwell County, but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of the meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered to the corresponding period immediately prior to the failure. A designated official of Caldwell County shall at all reasonable times have access to the meters for the purpose of verifying their readings.

8. Caldwell County shall provide a minimum of 180 days advance written notice to Lenoir prior to the expiration of this initial 10-year term, stating either 1) the desire to renew said agreement, or 2) the intent to terminate said agreement. Caldwell County may elect to extend the agreement for an additional 5-year period under the same terms and conditions.
9. In the event that Caldwell County elects not to extend this agreement, Lenoir shall continue to provide and sell water to Caldwell County, under the same terms of the agreement, until Caldwell County has had sufficient opportunity to secure an alternate source(s) of potable water; however, Lenoir shall not be bound to continue to provide and sell water to Caldwell County beyond a period of twenty-four (24) months past the date of its written notification to Caldwell County of its intention not to extend this agreement.
10. Caldwell County agrees that Caldwell County and its water customers shall, during the period of this agreement, abide by and adhere to all water use policies, restrictions, and ordinances adopted now or subsequently adopted by Lenoir, of which they are subsequently notified, which impose water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during times of emergency or drought conditions or during other situations which for public health or financial reasons justify said policies, restrictions, and ordinances.

11. Lenoir shall promptly notify Caldwell County upon becoming aware of any activity, problem or circumstance within the Lenoir system that might present a danger to the health, safety and welfare of Caldwell County water users. Further, Lenoir shall take appropriate action to remedy such activity, problem or circumstance within the Lenoir system and to avoid or minimize disruptions in service.
12. In the event of damage or destruction of Lenoir's key water facilities or any emergency which, in the reasonable judgment of Lenoir, is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, Lenoir may suspend operation of its water system, after thirty (30) days written notice to Caldwell County of such actions unless in the event of an emergency. Lenoir's response to emergencies and other such unusual circumstances shall be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its water system in a timely manner with the least possible disruption or inconvenience to the users connected to both the Lenoir and Caldwell County water systems.
13. Upon notification by Caldwell County to Lenoir, Caldwell County may resell, give away, transfer or otherwise dispose of water purchased from Lenoir to third-party water systems. This notification should include information on the expected water usage and duration of transaction.
14. Caldwell County agrees to permit Lenoir to pass water through Caldwell County's water distribution system to destinations and/or to other third-party water systems beyond the Caldwell County system, provided that Lenoir:
 - a) Submits a written notice to Caldwell County outlining the agreed-upon purposes, quantities and conditions of said pass through of water.
 - b) That said request does not significantly diminish Caldwell County's capacity to provide services to its water customers.
 - c) Lenoir subsequently pays to Caldwell County a Pass Through charge of \$0.03 cents per 1000 gallons of pass through water. Caldwell County may request a modification of such charge with ninety (90) days advance written notice during the period of this agreement, at which time a new price will be negotiated between Lenoir and Caldwell County.
 - d) Lenoir agrees to install metering equipment to measure and determine the quantities or such Pass Through water passing through Caldwell County's water system and report monthly to Caldwell County such amounts and meter readings.
15. Lenoir and Caldwell County both represent that no litigation is pending or threatened against either party which would impair their ability to perform their

respective duties and obligations under the terms, covenants and provisions of this agreement.

16. Resolution of Disputes

The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Lenoir and Caldwell County that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, shall be the preferred means of resolving disputes hereunder.

17. Default and Termination

This agreement may be terminated prior to its stated expiration date by Lenoir or Caldwell County in accordance with the terms and conditions set forth below.

A. Termination for cause by Lenoir. Upon the happening of any of the following events of default by Caldwell County, Lenoir shall have the right to terminate this agreement:

- a) The failure of Caldwell County to perform or observe and initiate a cure after thirty (30) days advance written notice any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The failure of Caldwell County to make any payment required pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from Lenoir that any such payment is overdue, except in the event of a good faith dispute over the amount of any invoice provided; however, that the County shall timely pay the undisputed portion if any of such disputed invoice.

B. Termination for cause by Caldwell County. Upon the happening of any of the following events of default by Lenoir, Caldwell County shall have the right to terminate this agreement:

- a) The failure of Lenoir to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The failure of Lenoir to provide Caldwell County with the amounts of water in accordance with the terms of this agreement or to provide adequate water quality for Caldwell County within standards established by the North Carolina Department of Environmental Quality or any other governmental agency with designated jurisdiction over said water quality parameters as provided in this agreement.

18. Upon the happening of any event which may constitute good cause for termination of this agreement as stated above, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in

detail the alleged failure and/or deficiency. Thereafter, within thirty (30) days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution.

19. **NOTICES:** For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United States Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lenoir:

City of Lenoir
Scott E. Hildebran, City Manager
PO Box 958
Lenoir, North Carolina 28645

To Caldwell County:

County of Caldwell
Donald Duncan, County Manager
905 West Avenue NW
Lenoir, North Carolina 28645

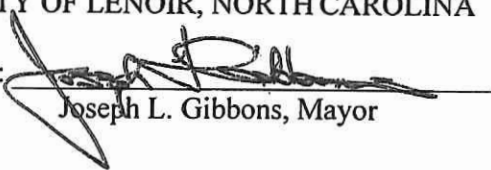
20. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.
21. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
22. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.
23. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.
24. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

25. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
26. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.
27. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.
28. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

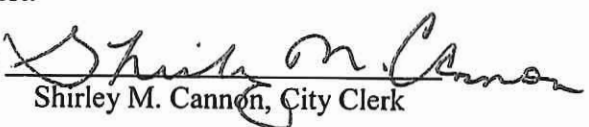
By:


Joseph L. Gibbons, Mayor

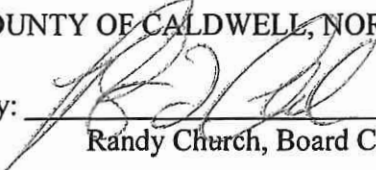
(SEAL)

Attest:

By:


Shirley M. Cannon, City Clerk

COUNTY OF CALDWELL, NORTH CAROLINA

By: 
Randy Church, Board Chair

(SEAL)
Attest:

By: 
Abby Rich, Clerk to the Board

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 

Donna Bean, Finance Officer

City of Lenoir

By: 

Anthony Helton, Finance Director

County of Caldwell



AGREEMENT FOR THE CONSOLIDATION OF 911 SERVICE AND THE CREATION OF A JOINT AGENCY PURSUANT TO NORTH CAROLINA GENERAL STATUTE 160A-462 TO PROVIDE EMERGENCY PUBLIC SAFETY COMMUNICATION SERVICES WITHIN CALDWELL COUNTY, AND THE CITY OF LENOIR

THIS AGREEMENT made and entered into the 13 day of May, 2024, by and among, **CALDWELL COUNTY**, a body politic and corporation of the State of North Carolina, hereinafter referred to as "**CALDWELL**," and the **CITY OF LENOIR**, hereinafter referred to as "**LENOIR**," being a municipal corporation of the State of North Carolina, and

WITNESSETH:

WHEREAS, CALDWELL, and LENOIR currently provide public safety communications services for their respective citizens which, although interrelated, function under separate organizational structures; and,

WHEREAS, CALDWELL, and LENOIR recognize the benefits of working together to closely share and coordinate the provision of public safety communications, telephone, and data services; and,

WHEREAS, each party to this Agreement acknowledges their understanding of the duties and responsibilities that result or may result from being a party to this AGREEMENT; and,

WHEREAS, the Caldwell County Board of Commissioners and City Council of Lenoir desire to establish a joint service to operate a combined public safety communications system and center for the answering and dispatching of public safety calls to replace the current structure of two communications centers operating independently as call answering locations to serve CALDWELL and LENOIR.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, CALDWELL, and LENOIR hereby agree as follows:

- A. Purpose.** The purpose of this Agreement is to establish a joint agency pursuant to North Carolina General Statute 160A-464 among **CALDWELL, and LENOIR** to provide and maintain a consolidated public safety communications system located on property owned by Caldwell County adjacent to the Caldwell County Sheriff's Office, Health and Human Services Building, and Animal Care Facility.

This facility shall serve all of **CALDWELL, and LENOIR**. This system will promote the delivery of public safety services to the residents and taxpayers **CALDWELL, and LENOIR** in furtherance of the public health, safety, and general welfare of all Caldwell County residents.

- B. Duration of Agreement.** This Agreement shall become effective upon execution by all

parties hereto, and shall last for a period of (5) five years, and shall automatically renew from year to year until one of the parties gives notice of withdrawal as specified in Section M.

C. Name of Joint Agency. The name of the joint agency established by this memorandum of understanding shall be **Caldwell Joint Emergency Communications Center or JECC.**

D. Organizational Objectives. The organizational objectives of the consolidated public safety communications system established under this Agreement are as follows:

1. To effectively receive calls for routine and emergency assistance, based on established structured call intake protocols, and to coordinate response resources to those calls for service based on the needs of the caller and the directions of field response agencies,
2. To provide participating agencies with a single contact point for the receipt of emergency assistance requests and to provide for the control of coordinated dispatch and radio communications services for Law Enforcement, Fire, EMS, Forestry, Emergency Management, Animal Care Enforcement, Homeland Security, Public Works and Utilities,
3. To maintain an operational emergency center within a new facility (should grant funds or other adequate funding be provided),
4. To provide the public and field response agencies with trained, certified and/or credentialed 911 communications personnel,
5. To provide funding for the provision of public service communication services by establishing a funding mechanism and defining the budget process for the system,
6. To provide for recommendations related to the oversight and management of the system and a consolidated communication center by creating a Communications Advisory Board representing the participating entities and agencies,
7. To facilitate coordination and responsiveness to the field response agencies by creating such other user advisory committees as needed and,
8. To provide a mechanism for the addition or withdrawal of parties to this interlocal agreement and,
9. To establish a credentialed program and provide adequate training for future generations of emergency dispatchers and responders.

E. Communications Advisory Board (CAB). The CAB shall consist of the following representatives:

- Caldwell County Sheriff or designee
- Lenoir Chief of Police or designee
- Caldwell County Fire Association designee
- Caldwell County Emergency Services designee
- North Carolina Emergency Management designee
- NC VIPER representative designee

The CAB shall name a Chairman from among its members, and they shall commission, develop, and present by-laws to the Caldwell County Board of Commissioners, and the

City of Lenoir for their review and approval. The CAB shall review and recommend standard operating procedures to Caldwell County staff.

- F. **Equipment.** Public Safety communication equipment that will be installed in the new Caldwell Joint Emergency Communications Center and maintained by CALDWELL. CALDWELL will be responsible for maintaining the consoles and equipment in the Communications Center. CALDWELL shall retain ownership and future maintenance of emergency communication towers.
- G. **Personnel.** All employees located at the Caldwell Joint Emergency Communications Center shall be employees of CALDWELL subject to its administrative, personnel and legal requirements and managed and supervised by the E911 Communications Director. Current employees of LENOIR engaged in public safety communication positions because of their experience and training are encouraged to apply for open positions with Caldwell Joint Emergency Communications Center and if accepted for employment will be hired as new CALDWELL employees in accordance with CALDWELL personnel policies and employee transitional agreement in place at the time of their hire with Caldwell Joint Communications Center.
- H. **Funding** Caldwell Joint Emergency Communications Center is intended to be financed by funds from Caldwell County, the City of Lenoir, grant funding from NCDIT 911 Board, and direct appropriations from the North Carolina General Assembly. Starting with the Operational Date, all 911 fees, grants, and operational funds, as established by the funding formula from the participants will be budgeted in accordance with prevailing state 911 rules and Caldwell County budget policy. The **Operational Date** is planned to coincide with the 2025-2026 Fiscal Year beginning July 1, 2025, however, in the event the initiation operations for the JECC are delayed beyond such date, the **Operational Date** shall be the date that the JECC is open for operations.
- LENOIR shall appropriate funds to the annual costs of maintenance, operation, repair and capital costs of Caldwell Joint Emergency Communications Center, in a reverse grant beginning the first Operational Date. LENOIR will contribute over five fiscal years, beginning at \$771,000 in the first year. \$620,000, the second year, \$465,000, the third year, \$310,000 the fourth year, and \$155,000 after the fifth year. Hereafter their financial obligation shall end.
- I. **Budget Process and Finances.** The Communications Director shall develop the annual operating budget for Caldwell Joint Emergency Communications Center on a fiscal year basis beginning on the first day of July and ending on the thirtieth day of June, in the accordance with policies established by the Caldwell County Finance Office. The Director shall submit the proposed budget to the CAB on or before March 15th of each year for their review and response: approval or disapproval.
- J. **Amendments.** This Agreement may be amended in writing by approval of CALDWELL, AND LENOIR.

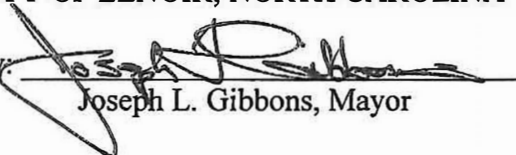
K. Existing Equipment. Public Safety communications equipment, software, and supplies used by **LENOIR**, are no longer to be used by **LENOIR** after the date Caldwell Joint Emergency Communications Center becomes operational, shall be transferred by **LENOIR** to Caldwell Joint Emergency Communications Center.

L. Withdrawal of a Party. A participating governmental entity may withdraw from this agreement at the end of a fiscal year by giving a 12-month written notice of withdrawal by the party's Manager prior to July 1st of the fiscal year on with withdrawal is to be effective. Such written notice is to be delivered to the Caldwell County Manager and the Caldwell Emergency Communications Director. The withdrawal will become effective no sooner than 12 months after said notice is delivered. **The withdrawing party agrees to pay all cost associated with any Repayment of 911 Communications Consolidation Grant Funds that may be due to the State upon dissolution of this consolidation and continue to make all payments required by this Agreement until the effective date of such withdrawal. All Equipment and real property shall be retained by Caldwell County.**

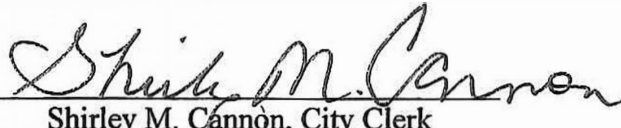
M. Effective Date. This Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

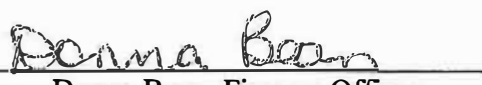
CITY OF LENOIR, NORTH CAROLINA

By: 
Joseph L. Gibbons, Mayor

(SEAL)
Attest:

By: 
Shirley M. Cannon, City Clerk

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Donna Bean, Finance Officer
City of Lenoir, NC

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____

Randy Church, Board Chair

(SEAL)

Attest:

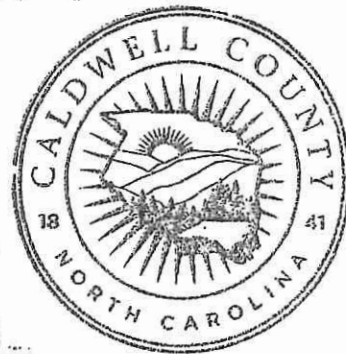
By: _____

Abby Rich, Clerk to the Board

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Anthony Helton, Chief Finance Officer
County of Caldwell, NC



BK 2108 PG 1835 - 1836 (2)

This document presented and filed:
05/10/2024 11:31:15 AM

Fee \$26.00



Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **ANDERSON JAMES HARLEY**, have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on March 3, 2023 and the owner has failed to comply with the order;

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address: **501-A Stage St**
Lenoir, North Carolina
Parcel-ID 06 18 1 51
NCPIN 2749485147

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

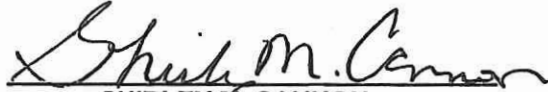
Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

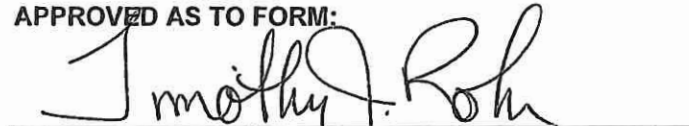
Adopted this the 7th day of May, 2024.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

BK 2108 PG 1837 - 1838 (2)

This document presented and filed:
05/10/2024 11:31:16 AM

Fee \$26.00



Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **SCOTT RUBY C/O KIM KINCAID**, have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on December 7, 2023 and the owner has failed to comply with the order;

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

"This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

On the building located at the following address: **510 Stage St NW**
Lenoir, North Carolina
Parcel-ID 06 18 1 50
NCPIN 2749486124

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

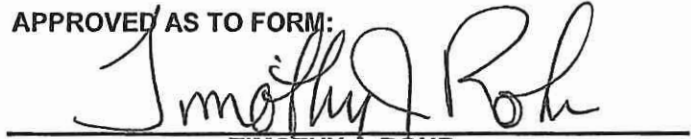
Adopted this the 7th day of May, 2024.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the RESOLUTION TO OPPOSE THE CITY OF CHARLOTTE INTERBASIN TRANSFER REQUEST.

Background Information: Charlotte Water filed a notice of its intent to request an increase from 33 million gallons per day (MGD) to 63 MGD regarding the water it transfers from the Catawba River Basin to the Rocky River Basin, a tributary of the Yadkin/Pee Dee River.

Interbasin transfers (IBTs) are regulated and approved by the state through the Environmental Management Commission within the NC Department of Environmental Quality. In 2002, Charlotte Water received approval to transfer 33 MGD from the Catawba River to the Rocky River Basin. In 2005, Concord and Kannapolis requested 36 MGD from the Catawba River Basin to the Rocky River Basin. The compromise approved in 2007 allows for 10 million gallons per day from the Catawba, but reduces that number during drought. This occurred after extensive public debate and the state law was amended to further define the interbasin transfer approval process. Concerns were raised about the negative impacts on the Catawba River and the communities it serves.

Many of the concerns raised in 2007 potentially apply today. Here are a few points to consider:

Transferring water from the Catawba River Basin reduces future growth opportunities for local communities in our region by reducing the available water.

Reducing the flow of the Catawba River potentially causes greater concentrations of pollutants in the river.

IBTs of this magnitude subsidize growth in other areas using the limited resources of the Catawba River.

- II. Staff Recommendation:** Staff recommends City Council approve the RESOLUTION TO OPPOSE THE CITY OF CHARLOTTE INTERBASIN TRANSFER REQUEST.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Charch



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

RESOLUTION

TO OPPOSE THE CITY OF CHARLOTTE INTERBASIN TRANSFER REQUEST

WHEREAS, North Carolina Environmental Management officials are currently reviewing a request from the City of Charlotte to modify their certificate increase from their current transfer of 33 million gallons per day to 63 million gallons of water per day from the Catawba River Basin to the Rocky River Basin; and

WHEREAS, this latest request is a trend of additional interbasin transfer water usage from the Catawba River as evidenced by the following:

Charlotte/Mecklenburg's previously approved certificate of 33 million gallons per day interbasin transfer to the Rocky River in 2002; and

Concord and Kannapolis's previously approved certificate of 10 million gallons per day interbasin transfer to the Rocky River in 2007; and

WHEREAS, the net effect of the aforementioned actions will result in a total increased usage of 73 million gallons per day from the Catawba River Basin to the Rocky River Basin; and

WHEREAS, the Catawba River and its tributaries are not an unlimited supply of water as evidenced by previous years of drought conditions experienced most notably by the Upper Catawba Basin and the entire State of North Carolina; and

WHEREAS, the City of Lenoir and the Western Piedmont Region is considered a growth area for the North Carolina with additional water needs in the future; and that there's a valid concern that interbasin transfers of this magnitude may effectively subsidize growth in receiving areas using the limited water resources of the Catawba River Basin; and

WHEREAS, issues of equity and sustainability are in question, as it involves one region bearing the environmental and infrastructural costs of supporting growth in another region, and it is essential to consider the long-term implications and fairness of such resource allocations; and

WHEREAS, reducing the flow of the Catawba River by transferring water could lead to greater concentrations of pollutants in the river, a reduced flow rate diminishing the river's natural ability to dilute and transport pollutants, and have detrimental effects on aquatic ecosystems, recreational activities, and public health within the Catawba River Basin; and



WHEREAS, the Lenoir City Council is concerned the proposed interbasin transfer will limit the amount of water available for withdrawal to support growth in our area due to regulation limits under state and federal laws; and

WHEREAS, the Lenoir City Council does hereby express its concern about the long-term availability of water within the Catawba River Basin and believes transferring water from the Catawba River Basin to the Rocky River Basin could indeed limit future growth opportunities for local communities in the Catawba River Basin; and

WHEREAS, the Catawba Wateree Water Resource Management Group is actively working to update its water supply master plan for the entire river basin and Charlotte should wait until that process is complete; and

WHEREAS, previous studies for the Catawba River called for the elimination of interbasin transfers as a strategy to protect the river and water supplies during drought conditions and an IBT should be a temporary measure to accommodate growth and not a permanent solution; and

WHEREAS, the 2015 Water Supply Master Plan for the Catawba River projected Charlotte's current IBT would be sufficient through 2065 and that Charlotte should not increase its IBT for its growth needs over the next 30 years; and

WHEREAS, Charlotte should instead use that time to implement water infrastructure and policies to eliminate its current IBT certificate issued in 2002; and

WHEREAS, water availability is crucial for sustaining economic development, agriculture, and quality of life in growing communities and if water is diverted elsewhere, it may constrain the ability of communities within the Catawba River Basin to support their own development and population growth; and

WHEREAS, our region should not be forced to give up its potential growth opportunities to subsidize Charlotte's growth with our water resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lenoir City Council requests that the North Carolina Environmental Management Commission deny the City of Charlotte's interbasin transfer request to modify their certificate to transfer 63 million gallons of water per day from the Catawba River Basin to the Rocky River Basin.

Adopted this the ____ day of ____, 2024.

SEAL

Joseph L. Gibbons, Mayor
City of Lenoir City Council

ATTEST:

Shirley M. Cannon, City Clerk



Lenoir Fire Department

602 Harper Avenue, N.W.
Lenoir, North Carolina 28645



Fire Marshal
Christopher W. Jacobs
(828) 757-2193
(828) 394-1206 Fax
cjacobs@ci.lenoir.nc.us

Lenoir Fire Department
(828) 757-2190

Ref: Fireworks Display for July 4th, 2024

Date: May 6th, 2024

In the North Carolina law, fireworks displays are required to be approved by the County Board of Commissioners and/or City Council. This change came in effect February 1, 2010, and the approval must be granted prior to a permit being issued by the Fire Marshal's Office. I have attached a copy of General Statute 14-413. I am acquiring copies of one (1) application packet for fireworks display inside the City of Lenoir. The date of the display is July 4th, 2024 and conducted by Pyro Shows, Inc. for City of Lenoir Parks & Recreation. The display is located at Lenoir Optimist Park located at 701 Mulberry St SW, Lenoir NC, 28645. The General Statute requires that the County/City ensures proof of insurance prior to providing approval. A copy of the insurance certificate is provided in the packet provided by Pyro Shows. I have required that the information be submitted by each applicant that is required by the North Carolina Fire Code and this office will conduct the necessary inspections of these sites prior to the display. I would respectfully request that this fireworks display be placed on the next agenda for consideration by the City Council. It is my understanding that most Counties/Cities are placing these items on the consent agenda once the insurance certificate has been verified (it has). As always, if I can be of any further assistance in this matter, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Chris Jacobs", with a long horizontal line extending to the right.

Chris Jacobs
City of Lenoir Fire Marshal
Phone# 828-757-2193
Email: cjacobs@ci.lenoir.nc.us

§ 14-413. Permits for use at public exhibitions.

(a) For the purpose of enforcing the provisions of this Article, the board of county commissioners of any county, or the governing board of a city authorized pursuant to subsection (a1) of this section, may issue permits for use in connection with the conduct of concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and public celebrations, but only after satisfactory evidence is produced to the effect that said pyrotechnics will be used for the aforementioned purposes and none other. Provided that no such permit shall be required for a public exhibition under any of the following circumstances:

- (1) The exhibition is authorized by The University of North Carolina or the University of North Carolina at Chapel Hill and conducted on lands or in buildings in Orange County owned by The University of North Carolina or the University of North Carolina at Chapel Hill.
- (2) The exhibition is authorized by the University of North Carolina School of the Arts and conducted on lands or in buildings owned by the State and used by the University of North Carolina School of the Arts.
- (3) The exhibition is authorized by The University of North Carolina or North Carolina State University and conducted on lands or in buildings in Wake County owned by The University of North Carolina or North Carolina State University.

(a1) For the purpose of enforcing the provisions of this Article, a board of county commissioners may authorize the governing body of any city in the county to issue permits pursuant to the provisions of this Article for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the city for use in connection with the conduct of concerts or public exhibitions. The board of county commissioners shall adopt a resolution granting the authority to the city, and it shall remain in effect until withdrawn by the board of county commissioners adopting a subsequent resolution withdrawing the authority. If a city lies in more than one county, the board of county commissioners of each county in which the city lies must adopt an authorizing resolution. If any county in which the city lies withdraws the authority of the city to issue permits for the use of pyrotechnics, the authority of the city to issue permits for the use of pyrotechnics will end, and all counties within which the city lies must resume their authority to issue the permits.

(b) For any indoor use of pyrotechnics at a concert or public exhibition, the board of commissioners or the governing body of an authorized city may not issue any permit unless the local fire marshal or the State Fire Marshal (or in the case of The University of North Carolina, the University of North Carolina at Chapel Hill, or North Carolina State University it may not authorize such concert or public exhibition unless the State Fire Marshal) has certified that:

- (1) Adequate fire suppression will be used at the site.
- (2) The structure is safe for the use of such pyrotechnics with the type of fire suppression to be used.
- (3) Adequate egress from the building is available based on the size of the expected crowd.

(c) The requirements of subsection (b) of this section also apply to any city authorized to grant pyrotechnic permits by local act and to the officer delegated the power to grant such permits by local act.

(d) A board of county commissioners or the governing board of a city shall not issue a permit under this section unless the display operator provides proof of insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required under the North Carolina State Building Code pursuant to G.S. 143-138(e), whichever is greater. A board of county commissioners or the governing board of a city may require proof of insurance that exceeds these minimum requirements. (1947, c. 210, s. 4; 1993 (Reg. Sess., 1994), c. 660, s.

3.1; 1995, c. 509, s. 11; 2003-298, s. 1; 2007-38, s. 2; 2009-507, s. 2; 2013-275, s. 2; 2015-124, s. 2.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Co. NAIC # 10851 INSURER B : Everest Denali Insurance Company INSURER C : Arch Speciality Ins Co 21199 INSURER D : INSURER E : INSURER F :	
INSURED Pyro Shows, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766		

COVERAGES

CERTIFICATE NUMBER: 198716938

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	SI8ML01929-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	SI8CA00004-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1034375-04	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability #2	Y	Y	SI8EX01662-231	11/1/2023	11/1/2024	Each Occ/Aggregate Total Limits 5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each.

Fireworks Display: July 04, 2024 (Independence Day Celebration)

Additional Insured: City of Lenoir Parks & Recreation, City of Lenoir, NC

CERTIFICATE HOLDER

CANCELLATION

City of Lenoir Parks & Recreation
 P.O. Box 958
 Lenoir NC 28645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Awarding of the construction contract for the Zacks Fork Splash Pad to be constructed at the Rotary Soccer Complex, 1050 Zacks Fork Road

II. Background Information:

The City of Lenoir has received grant funding in the amount of \$500,000 through the Parks and Recreation Trust Fund (PARTF), and in addition to the City's utilization of \$590,375 of ARPA funds, a total project budget of \$1,090,375 has been established to complete improvements at the Lenoir Aquatic and Fitness Center (LAFC) and the Rotary Soccer Complex. Phase 1 of the project includes construction of a splash pad at the Rotary Soccer Complex. City staff engaged consultant McGill Associates to develop a conceptual exhibit of the splash pad design and necessary site work. Bids were solicited informally in accordance with G.S.143-131(a). A total of three (3) bids were received, and each bid met the design requirements for total splash pad surface area and number of spray features, as well as offering turn-key project delivery, including site work, splash pad construction, water, sewer, and electrical connections, and final restoration.

III. Staff Recommendation:

Staff recommends awarding the construction contract for the Zacks Fork Splash Pad to Barrs Recreation, with a total contract amount of **\$313,845.00**. Barrs Recreation met the design requirements and is the lowest, responsive, responsible bidder.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____



Director of Special Projects and Grants: _____

Parks and Recreation Director: _____

May 07, 2024

Mr. Scott Hildebran, City Manager
City of Lenoir
801 West Avenue
Lenoir, North Carolina 28645

RE: Recommendation of Award
Zacks Fork Splash Pad Construction Contract
City of Lenoir, North Carolina

Dear Mr. Hildebran:

The Zacks Fork Splash Pad project for the Parks and Recreation Department was re-advertised for bids on March 27, 2024. Bids were informally solicited by emailed invitation in accordance with G.S. 143-131 (a).

Bidders were instructed to clearly indicate design parameters, including but not limited to total square feet of the splash pad area and total number of ground-type spray features. A total of three (3) bids were received, and each bidding contractor provided the required design elements in their proposal.

Following review of bids, we recommend awarding the Zacks Fork Splash Pad construction contract to Barrs Recreation, 36 Diane Street, Pittsboro, North Carolina 27312. Barrs Recreation proposes turn-key project delivery, including required grading and excavation, splash pad construction, potable water, sanitary sewer, and electrical connections, and final restoration. Additionally, Barrs Recreation is also the lowest, responsive, responsible bidder, with a total bid amount of **\$313,845.00**.

A bid tabulation is also included for your review. Please do not hesitate to contact us with questions or concerns regarding received bids or this recommendation of award.

Sincerely,
CITY OF LENOIR



Jared Wright
Director of Special Projects and Grants
City of Lenoir

cc: Mr. Phil Harper, Parks and Recreation Director
Ms. Donna Bean, Finance Director

Enclosures



**City of Lenoir
Zacks Fork Splash Pad**



Bid Tabulation

Bidder	Splash Pad Surface Area	Spray Features	Total Base Bid
Barrs Recreation	1,648 sq. ft.	55	\$313,845.00
Carolina Parks and Play	1,621 sq. ft.	59	\$396,427.87
Southeast Aquatics	1,600 sq. ft.	58	\$367,800.00

**Bidders were instructed to clearly indicate the proposed splash pad surface area and number of spray features for consideration.



36 Diane Street
Pittsboro, NC 27312

Quotation

Date	Estimate #
4/24/2024	17998

Name / Address

Lenoir Parks and Rec
PO Box 958
Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	

Item	Description	Qty	U/M	Rate	Total
Vortex Installation	Custom splashpad design as shown in documents. Freight included. Installation of your commercial equipment completed in a prepared site that is level within 2% grade and has a surface of compacted soil only. An owner representative must be on site when the install crew arrives to confirm layout of the equipment. In atypical soil situations where rock/concrete are encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees will be discussed. **Unless otherwise indicated, this does not include Permit Fees	1	ea	89,000.00 205,000.00	89,000.00T 205,000.00T
Hub 1	Installation of a splashpad with concrete pad, nozzles, piping, water connection, controller, drain to sewer, concrete sidewalk, and related appurtenances. Final surface restoration shall be accomplished through permanent seeding and mulching of disturbed areas				
811	Barrs Recreation – certified with the North Carolina Department of Administration as a Minority and Women Business Enterprises (MWBE) Historically Underutilized Business (HUB) and listed in the Statewide Uniform Certification (SWUC) Program database. 1)811 Locate is ordered by Barrs Recreation prior to each job that requires digging. 811 can only mark public utility lines. It is the responsibility of the Purchaser to clearly mark all private lines before we arrive to the site. Barrs Recreation is not responsible for damage to unmarked private lines. Unmarked private lines could result in additional installation fees.	1	ea	0.00 0.00	0.00 0.00

All purchases subject to a 6 - 8 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO, or 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service). To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.

If an order is cancelled after production begins, there will be a 35% re-stocking fee

Subtotal

Sales Tax (6.75%)

Total

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com



36 Diane Street
Pittsboro, NC 27312

Quotation

Date	Estimate #
4/24/2024	17998

Name / Address
Lenoir Parks and Rec PO Box 958 Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	

Item	Description	Qty	U/M	Rate	Total
Security	Barrs Recreation does not take responsibility for, nor provide overnight security on your job site. Caution tape or Orange mesh safety fence surrounding the area will be provided. If you have needs beyond this measure a quote can be provided to you. Barrs Recreation will not be responsible for theft or damage that may happen on the site while our crew is not present.			0.00	0.00T
Delay of Instal...	Barrs Recreation will work with the customer to establish an installation schedule. If the site is not ready at the agreed upon date, the customer is required to pay for the equipment and freight within 10 working days. Additional customer fees will be generated if our crew off-loads the equipment and/or if the equipment cannot be safely stored at your facility.	1	ea	0.00	0.00T

All purchases subject to a 6 - 8 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO, or 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service). To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.

If an order is cancelled after production begins, there will be a 35% re-stocking fee

Subtotal \$294,000.00

Sales Tax (6.75%) \$19,845.00

Total \$313,845.00

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com

SPLASHPAD DIMENSION

TOTAL AREA : 2516 ft² 234 m²

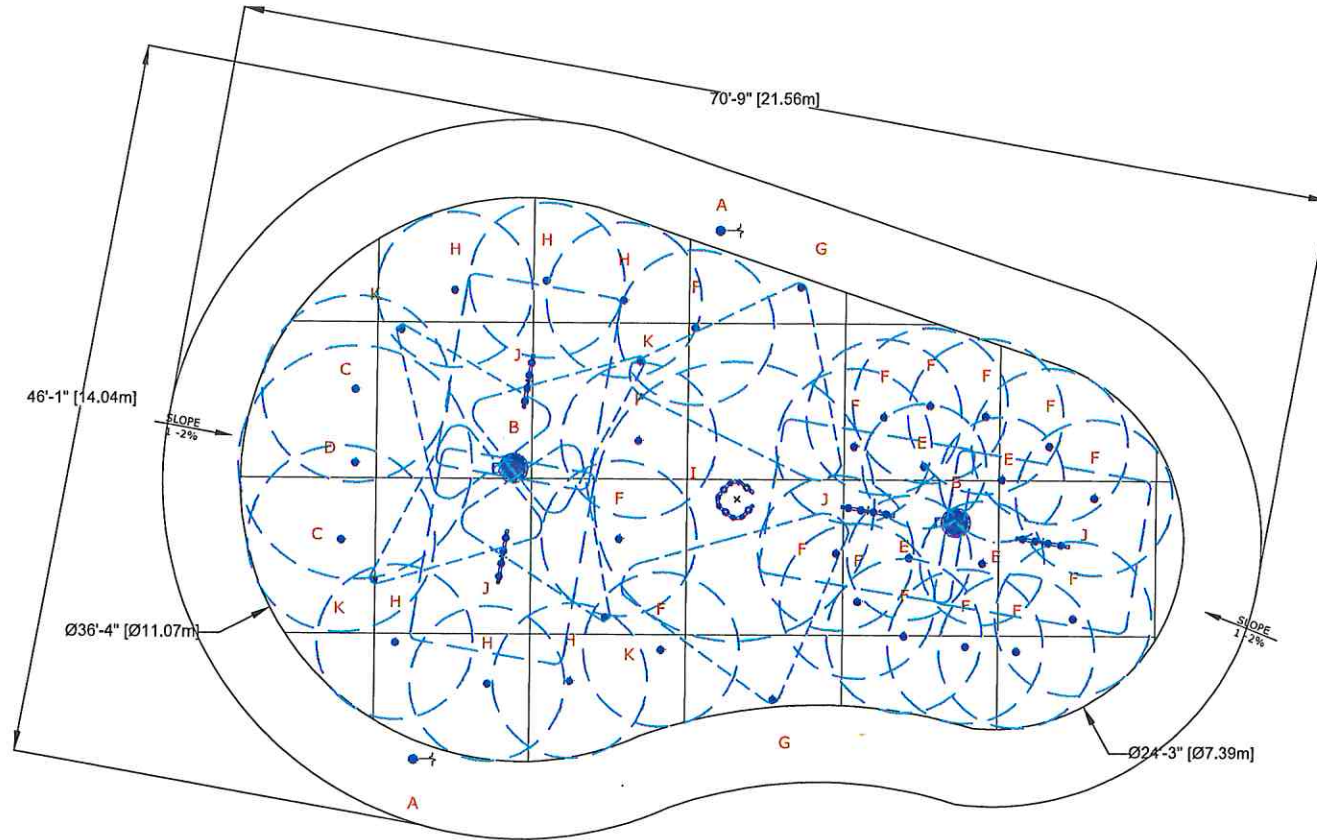
SPRAY AREA : 1648 ft² 153 m²

GRID SIZE : 10 x 10 ft 3 x 3 m

PRODUCT LEGEND

REF	PRODUCT	QTY	GPM	LPM
A	Ground Activator VOR 0621	2	0	0
B	Playsafe Drain N°4 VOR 1004	2		
C	Spraylink™ Fountain VOR 3007	2	12	45.4
D	Spraylink™ Bloom VOR 3006	1	8	30.2
E	Spraylink™ Jet N°2 VOR 3001	4	20	75.6
F	Spraylink™ Jet N°1 VOR 3000	16	40	151.2
G	Spraylink™ Split VOR 3003	2	5	18.9
H	Spraylink™ Geyser VOR 3005	6	30	113.4
I	Spraylink™ Quad N°3 VOR 3054	1	8.5	32.1
J	Spraylink™ Wall N°1 VOR 3050	4	38	143.6
K	Spraylink™ Arch VOR 3002	4	6	22.7
TOTAL		44	167.5	466.8

Total Quantity Of Nozzles : 55 pcs



5'[1.5m] SPRAY FREE CONCRETE AREA ALL AROUND THE SPLASHPAD
 NOTE: QUANTITY AND LOCATION OF DRAINS BASED ON VORTEX RECOMMENDATIONS.
 MODIFICATIONS MAY BE REQUIRED DUE TO SPECIFIC SITE CONDITIONS AND/OR LOCAL CODE.

acks Fork Splash Pad_NC

362_Version_B

April 22, 2024



SPLASHPAD LAYOUT DRAWING

SCALE : 1/8"=1'

11" X 17" sheet size





All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

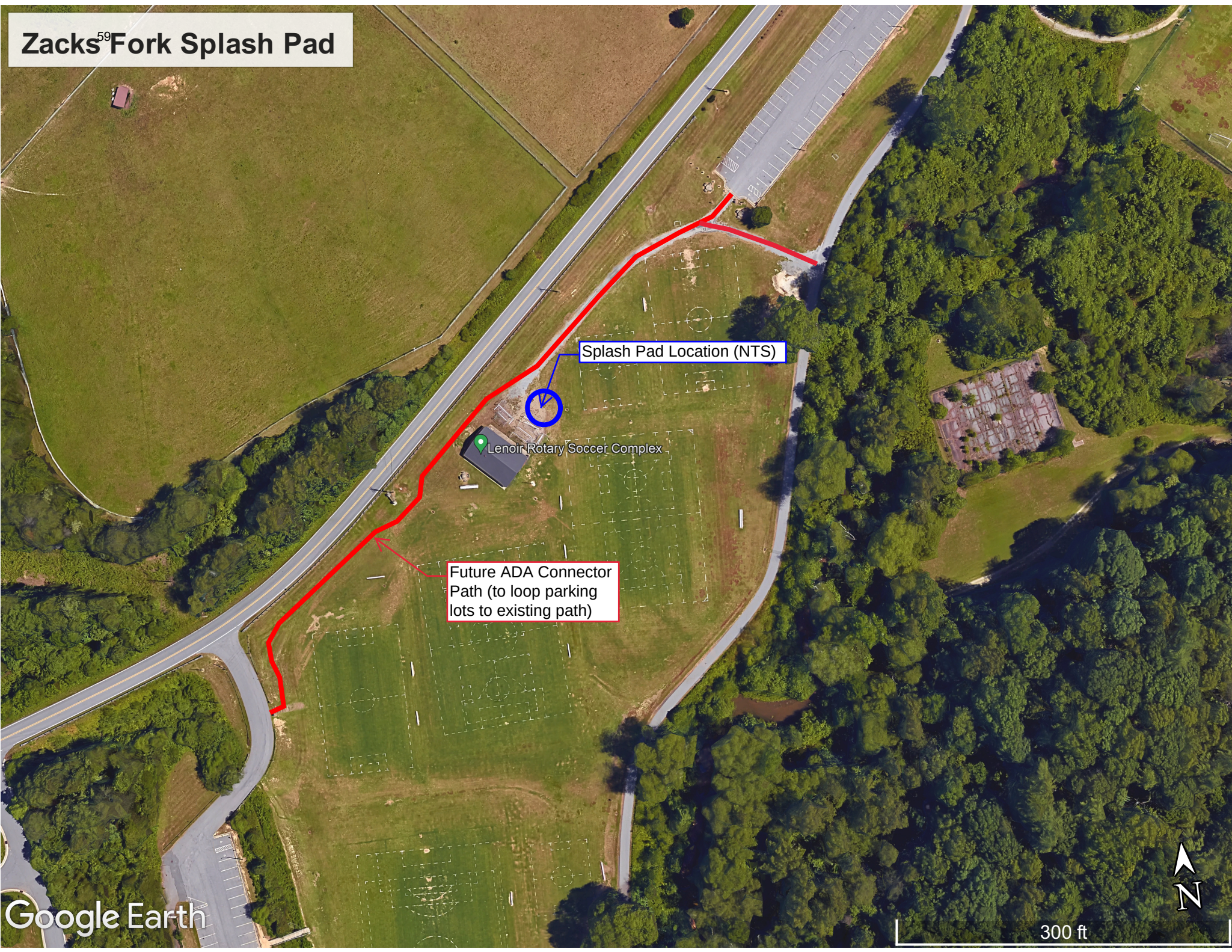


All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Zacks⁵⁹ Fork Splash Pad



Splash Pad Location (NTS)

Lenoir Rotary Soccer Complex

Future ADA Connector
Path (to loop parking
lots to existing path)



CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Contract Award for Construction Engineering Inspection Services (CEI) for EB-5806 Hospital Avenue Sidewalks

II. Background Information:

EB-5806 Hospital Avenue Sidewalks

The purpose of this sidewalk project is to provide a safe route along Hospital Avenue from Harper Avenue to US Hwy 321. The project will provide a connector into Downtown and to the City Greenway system. As a connector, this is a heavily traveled street with hilly terrain and numerous intersections and driveway connections. Hospital Avenue is predominately residential with some office, institutional, and commercial uses.

The Request for Letters of Interest (RFLOI) was advertised beginning March 28th, 2024 with a deadline of April 25th, 2024 for Construction Engineering Inspection services (CEI) for demolition of approximately 950 feet of substandard sidewalk and construction of approximately 1,560 new feet of sidewalk. The sidewalk will be 5-foot wide and located at the back of curb. New curb and gutter to be installed to DOT standards. Some grading and the installation of new retention walls required in some areas due to the topography. The desired services include Construction Engineering and Inspection (CEI) and construction contract administration for Hospital Avenue Sidewalks – EB-5806.

Six (6) LOI's or Letters of Interest were received from interested firms:
(1) AMT- A. Morton Thomas and Associates, Inc. (2) DRMP, Inc. (3) Gannett Fleming (4) Mattern & Craig (5) RK&K (6) TranSystems

III. Staff Recommendation:

Based on the selection committee responses, LOI's submitted and NCDOT approval, staff recommends approval to award the contract for the EB-5806 Hospital Avenue Sidewalks for **Construction Engineering Inspection services (CEI) to Mattern & Craig at an anticipated ceiling of \$353,625.00 based on 15% of the engineers estimated construction cost.** Mattern & Craig has a successful background with NCDOT and LAP funded projects, as they are prequalified with NCDOT to provide these services. M&C also has as a good history of projects completed within the City of Lenoir. With their background and knowledge of this community, we feel that they are the logical fit for this project.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:



Mattern & Craig
ENGINEERS • SURVEYORS

Brian Newman, PE
brnewman@matternandcraig.com
matternandcraig.com



HOSPITAL AVENUE SIDEWALKS-PROJECT EB-5806
FA PROJECT NUMBER: STPDA-0321(036); WBS# 46457.1.1
CONSTRUCTION ENGINEERING & INSPECTION SERVICES
CITY OF LENOIR, NC

Prepared for
Jon Hogan - Public Works Director

Proposal Due
4/25/24 at 2:00 PM

Randy W. Beckner
 Bradley C. Craig
 Wm. Thomas Austin
 James B. Voso
 Chad M. Thomas
 Jason A. Carder
 Brian R. Newman
 D. Jason Snapp
 Ryan P. Kincer



Edwin K. Mattern, Jr. (1949-1982)
 Gene R. Cress (1935-2014)
 Sam H. McGhee, III (1940-2018)
 Stewart W. Hubbell (Retired)
 J. Wayne Craig (Retired)
 Michael S. Agee (Retired)
 Steven A. Campbell (Retired)
 Randy L. Dodson (Retired)

April 25, 2024

Mr. Jon Hogan, ISA
 Public Works Director
 City of Lenoir
 510-B Greer Circle
 Lenoir, NC 28645

RE: Construction Engineering and Inspection Services – Hospital Avenue
 Sidewalks – EB 5806

Mr. Hogan,

Mattern & Craig (M&C) is respectfully submitting our Letter of Interest and looks forward to a potential new opportunity to continue our longstanding relationship with the City of Lenoir.

Our LOI demonstrates our ability to deliver the quality of services you require in a timely, cost-effective manner and that our team will remain an asset to the City. The core team members proposed to work with you are the same experienced individuals who have performed the engineering design services on several recent City on-call projects. I will serve as Principal & Senior Project Manager and Ed Evans is included on the team for project coordination & public liason so M&C can provide you continuity of services and multiple contacts to ensure direct line of communication and quick responsiveness throughout the project contract.

Thank you for considering Mattern & Craig for this role. We value this opportunity to continue to serve the City as a top priority under this contract. We remain committed to providing our firm's resources to complete your project skillfully, economically, and on time.

Sincerely,

Brian Newman, PE
 Principal & Senior Project Manager
 828.855.2233 (o) 828.838.4139 (c)
brnewman@matternandcraig.com

Addendum Acknowledgement

Mattern & Craig acknowledges receipt of Addendum No. 1 dated April 12, 2024

Expression of Interest:

M&C is pleased to express our interest in providing the City of Lenoir with construction engineering services for the Hospital Avenue Sidewalks project.

Statement of Firm Registration:

M&C is registered under License No. C-1154 with the Office of the Secretary of State and the NC Board of Registration for Professional Engineers and Land Surveyors.

Firm Qualification:

M&C is prequalified with NCDOT to provide services for the required work codes within this contract:

00195 Roadway CEI

00233 Structures CEI

Our most recent letter of prequalification approval is dated May 16, 2023.

Conflict of Interest:

We have a current Private Consulting Firm Questionnaire for our Conflict of Interest Assessment on file with NCDOT. There would be no conflict of interest for Mattern & Craig, or Michael Baker to provide the City with these services.

Summation of Information:

Our Letter of Interest includes the following information demonstrating our capacity, qualifications, experience, and resources to perform the required services for this contract:

- **Introduction:** Overall qualifications to fulfill the requirements of the scope of work.
- **Team Qualifications:** M&C's team credentials & experience to undertake this contract by identifying recent similar project experience.
- **Team Experience:** Identifies M&C and Michael Baker personnel, resources and qualifications, including resumes documenting specific CEI expertise, organizational and capacity charts, & SPSF status.
- **Technical Approach:** M&C's understanding of the latest Program guidance and our technical approach to accomplish this project.
- **Appendices:** RS-2 Forms



Founded in 1978, Mattern & Craig, Inc. is an engineering and surveying firm specializing in providing civil, structural, traffic and transportation engineering,

and surveying services to local and state governments and their agencies.

The firm's offices are located in Hickory & Asheville, NC; Charleston, SC; Johnson City & Kingsport, TN; and Roanoke, VA (Headquarters). Our projects stay on schedule, within budget, with negligible change orders during construction, and are performed at economical design fees. We are known for our many excellent, long-term client relationships. Our owners are involved daily in the details of the firm's engineering work. It is the firm's practice to assign an owner to oversee each project. We provide comprehensive in-house engineering services from project planning studies and financing through final inspection and certification of construction.

Contact Info

Brian Newman, PE
brnewman@matternandcraig.com

231 16TH AVE NW
HICKORY, NC 28601
828.855.2233

M&C Comprehensive Engineering Services

- Sidewalks & Bicycle Lanes
- Streets & Highways
- Traffic Engineering
- New Bridge/Structural Design
- Comprehensive Survey Services
- Bridge & Structural Inspections & Rehab
- Easement & Plat Documents
- Storm Drainage & Flood Control
- Federal & State Grant Programs
- Bid Process/Construction Admin
- Infiltration/Inflow Studies
- Site Planning & Development
- Public Participation
- Sewer Studies & Rehabilitation
- Capital Improvements Programs

Subconsultant



Michael Baker International Engineering, (Michael Baker), is a national consulting firm with a well-established construction management and inspection program. Michael Baker's breadth of construction inspection and management resources in North Carolina includes experienced personnel with NCDOT experience and certifications in areas of concrete, asphalt, density testing, aggregate sampling, erosion control, and many others.

Founded in 1940, Michael Baker employs more than 3,000 people (450+ in construction services) and maintains nearly 100 office and project locations domestically and internationally.

Michael Baker has four North Carolina offices:

- Greensboro
- Cary
- Charlotte
- Asheville

Michael Baker consistently ranks among the top 10% of the 500 largest US engineering firms and ranks Top 29 in the nation in construction management and inspection services.

Michael Baker has administered construction inspection services on major highway, tollway, bridge, and building projects sponsored by local, state, and federal agencies, turnpike authorities, and private companies throughout the United States, as well as on key projects for many major international agencies and private corporations worldwide.

CEI is at the core of our values and helped us develop a national and local reputation as a construction services firm committed to quality and excellence. We are committed to providing innovative, efficient, and effective solutions required to meet modern construction project needs.

Michael Baker has routinely served as the lead CEI firm on roadway and bridge projects throughout North Carolina and the southeastern United States. The Michael Baker CEI personnel in North Carolina have been providing services to NCDOT for many years as a cohesive team.

M&C first contracted with Michael Baker in 2014. Our relationship has developed over the past 10 years. M&C and Michael Baker have completed over 50 projects, and are currently teaming on VDOT Utilities projects in Virginia.



Mattern & Craig has significant experience in construction management and construction engineering & inspection. The firm has multiple contracts with several state DOTs including Tennessee, North Carolina, and Virginia, as well as numerous cities and counties for inspection and construction administration. Our experienced inspectors and construction managers have the necessary training and certifications required to inspect and administer projects involving federal and state funds. The team has 85 years of combined NCDOT CEI experience.

Construction Administration Services provided include:

- Pre-bid / pre-construction conferences
- Change orders
- Pay request reviews
- Shop drawing reviews
- Site visits
- Materials testing & certifications
- Nuclear density testing
- Owner's resident project representation
- Progress meetings
- Construction engineering & inspection (CEI)
- Quality assurance / quality control
- Final inspections & commissioning



Collectively, the team is NCDOT certified in the following categories:

ABC Sampling Tech

QMS Roadway Tech

Borrow Pit Sampling Tech

Intro to Asphalt Pavements

2024 NCDOT Structure Inspector Training

NCDOT/ACI Concrete Field Tech

QMS Density Gauge Tech

Conventional Density Tech

Nuclear Safety & Hazardous Materials Training

Chemically Stabilized/Base Essentials

Level II Erosion & Sediment Control

ABC Nuclear Density Tech

QA/QC Aggregate Sampling Tech

QMS Roadway Tech

Concrete Field Tech

Borrow Pit Sampling

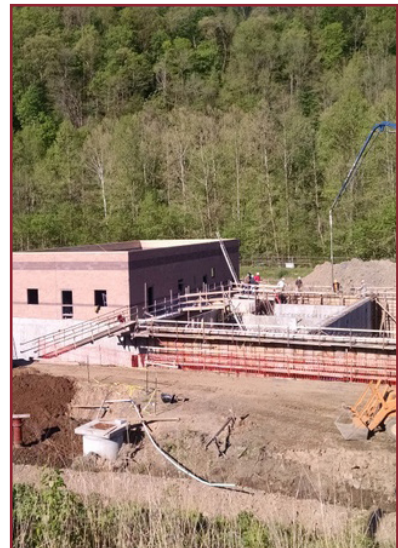
ACI Concrete Tech

PC Concrete Pavement Tech

Concrete Batch Tech

QA/QC Aggregate Testing Tech

Welding Inspection



History of the Mattern & Craig/Michael Baker Team

The M&C Team's relationship and project experience began under the NCDOT 2020 Statewide On-Call Construction Engineering & Inspection Services LSC, which has since been renewed in 2022 & for 2024.

Over the past five years, our Team has provided NCDOT District Offices in Western North Carolina with project engineers and technicians with the appropriate skills and qualifications to perform construction contract administration, inspection, materials sampling, materials testing, documentation of pay quantities, project closeout documentation, and claims avoidance. Our CEI technicians have the skills for performing the inspection work as NCDOT-certified inspectors, performing materials sampling and testing, and maintaining direct control and responsible charge for the management of the construction engineering, inspection, and contract administration for your project. Our goal as your Team is to provide locally administered project expertise by acting as a representative of the city to assist in accomplishing a successful, well-organized NCDOT-compliant LAP project.



Recent & Relevant Project CEI Services Completed by Members of the M&C / MBI Team

- **Piedmont Triad International Airport: Rental Car Facility Expansion** - Owner & Engineer's Representative, Construction Management, Schedule Management, Project Document Control, Permitting Compliance.
- **PNC Banks: NC Statewide ADA Compliance** - ADA Access Ramps, Contract Compliance, Progress Reports
- **City of High Point: Samet Dr Extension** - Relocation, Sidewalks, Drainage, Curb & Gutter
- **City of Raleigh: ADA Compliance** - ADA Access Ramps, Pedestrian Crossings, Road Resurfacing
- **Randolph County: Deep River Trail Bridge** - Cored Slab Bridge, Conc End Bents, E&SC, Drainage
- **WBS 17BP.14.R.177: DN00496 Bridge Replacement Project** - Grading, Paving, Drainage & Structures. Cored Slabs, CIP Retaining Wall, Driven Pile
- **NCDOT B-5054A: C204654 I-40 Bridges** - Super Structure, including Drilled Shafts, Reinforced Steel Cage Placement, Mass Concrete Pours Including Footers, Erect Columns, Bridge Deck, RSS Walls
- **WBS 44625.3.1 U-5888: Intersection of US-23 Business & Walnut Street** - Grading, Paving, Drainage, Underground Utilities, Culvert, Roundabout, Steel

NCDOT-LAP Project Management QA/QC Expertise - Donald Huffines with NCDOT

M&C Team's unique project experience includes Donald "Donnie" Huffines, our CEI QA/QC Manager. Donnie brings over ten years of experience serving NCDOT in Division 7, providing district oversight for project development and construction of their Local Administered Project (LAP) program. His services included reviewing and approving plans and bid documents for local governments and their assigned consultants; administering authorization requests from FHWA for all project phases (PE, ROW and Construction); and supervising DDC (Division Design Construct) engineers. Donnie led LAP project development, including the knowledge and understanding of engineering design and coordination of highway projects; assigned private engineering firms for Division Managed projects; tracked projects from conception to completion, including roles from project feasibility, planning, public involvement, project design, right-of-way acquisition, environmental issues, budget, and project letting to ensure timely delivery of projects and programs.

Previous LAP Project Leadership Experience with NCDOT

Burlington

- SR-5001AQ: Sellars Mill Road - Curb & Gutter and Sidewalks
- ER-2971G: Graham Hopedale - Sidewalks

Carrboro

- EL-4828A: Morgan Creek Greenway - Pedestrian Bridges, Grading and Greenway
- U-4726DD: Rogers Road - Grading, Curb & Gutter, and Sidewalks
- U-4726DE: Bolin Creek Greenway and Homestead Road - Pedestrian Bridge, Grading and Greenway
- SR-5001AE: Elm Street - Curb & Gutter and Sidewalks

Chapel Hill

- U-4726IG: Morgan Creek Greenway Phase II - Grading, Pedestrian Tunnel, Retaining Walls, and Greenway
- U-5550: Fordham Blvd. and Ephesus Church Road - Intersection Improvements
- U-4726II: Friday Center Drive - Grading, Curb & Gutter, Paving, and Sidewalks
- U-5543: VMS at Multiple Locations - Variable Message Signs, and Guardrail
- EB-5721: Fordham Blvd. Sidepath - Grading and Greenway
- C-5179: Estes Drive - Grading, Drainage Structures, Paving, Sidewalks, and Multi-Use Path

Greensboro

- B-5553: Ballinger Road Bridge Replacement - Grading, Bridge, Curb & Gutter, and Sidewalks -
- C-5555A: General Sidewalk Improvements at Various Locations - Sidewalks
- EB-5712: Lovett Street Sidewalks - Grading, Curb & Gutter, and Sidewalks
- EL-5101DD: Wendover Avenue - Sidewalks
- EL-5101DO: Downtown Greenway Phase 2E, 3A, and 3C - Grading, Drainage, Paving, and Multi-Use Path
- U-5306A: Battleground Ave. and Cone Blvd. - Grading, Paving, Curb & Gutter, and Sidewalks
- U-5306B: Battleground Ave. and Westridge Ave - Grading, Paving, Curb & Gutter, and Sidewalks

- U-5306C: Battleground Ave. and New Garden Road - Grading, Paving, Curb & Gutter, and Sidewalks
- U-5505: Fleming Road and Isaacson Blvd - Grading, Paving, Curb & Gutter, and Sidewalks
- U-5322: Wendover Ave. and Clifton Road - Grading, Paving, Curb & Gutter, and Sidewalks
- U-5326: West Market St. and Guilford - Grading, Paving, Curb & Gutter, and Sidewalks

High Point

- B-5358: Model Farm Road Bridge Replacement - Grading, Culvert, and Paving)
- EL-5104: Deep River Greenway) Pedestrian Bridges - Grading, and Greenway
- SR-5001CE: General Sidewalk Improvements at Various Locations - Sidewalks
- 43250: Lexington Ave. and Main St. - Grading, Paving, Curb and Gutter, Utility Duct Bank, and Sidewalks

Hillsborough

- U-5549: NC86 (Churton Street) Access Improvements - Curb and Gutter, Paving, Drainage and Sidewalks

Jamestown

- ER-2971G: Oakdale Road Phase I - Grading, Curb & Gutter, and Sidewalks
- EB-5517: East Fork Road) Pedestrian Bridge - Grading, and Multi-Use Path
- EB-5519: East Main Street - Grading, Paving, Curb and Gutter, Sidewalks, and Multi-Use Path

Previous Resident Engineer Experience with NCDOT

Burlington

- I-2402D: I-840 and I-85/I-40 - New Interchange - Grading, Drainage, Paving, Retaining Walls, and Bridges
- U-2905: University Drive and I-85/I-40 - New Location - Grading, Curb and Gutter, Drainage, Paving, Multi-Use Path, and Bridges
- U-3303A & B: Mebane Street Widening - Grading, Curb and Gutter, Drainage, Paving, and Sidewalks
- U-3110B: Cook Road Widening - Grading, Curb and Gutter, Drainage, Paving, Sidewalks, Multi-Use Path, and Bridges
- U-3304: Grand Oaks Blvd. - New Location - Grading, Curb and Gutter, Drainage, Paving, Sidewalks, and Box Culvert
- I-4714: I-40/I-85 Pavement Rehabilitation - Milling, Paving, and Pavement Markings

Chapel Hill

- U-0624: South Columbia Street Widening - Grading, Curb and Gutter, Drainage, Paving, and Sidewalks
- U-3306: Weaver Dairy Road Widening - Grading, Curb and Gutter, Drainage, Paving, Sidewalks, Multi-Use Path, and Retaining Walls
- W-5207E: Erwin Road Roundabout - Grading, Curb and Gutter, Drainage, Paving, and Sidewalks

- U-4008: US15-501 Superstreet - Grading, Curb and Gutter, Drainage, Paving, Sidewalks, Multi-Use Path, and Retaining Walls

Carrboro

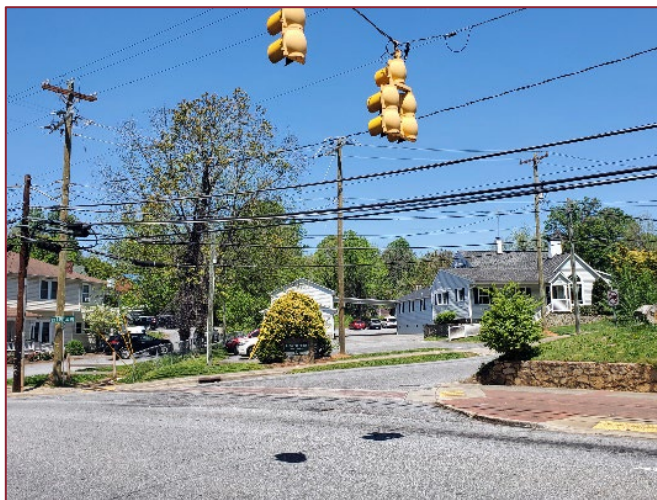
- U-3100B: Old Fayetteville Road Widening - Grading, Curb and Gutter, Drainage, Paving, and Sidewalks
- U-2803: Smith Level Road Widening - Grading, Curb and Gutter, Drainage, Paving, Sidewalks, Multi-Use Path, and Retaining Walls

Graham/Mebane

- R-2538: NC54 Widening - Grading, Curb and Gutter, Drainage, Paving, Retaining Walls, and Bridges
- I-4918: I-40/I-85 Pavement Rehabilitation - Milling, Paving, and Pavement Markings

Alamance/Orange Co.

- Multiple Bridge Replacement and Resurfacing Projects





Resumes of Key Personnel

Brian Newman, PE – Principal-in-Charge / Senior Project Manager

Brian has over 22 years of experience in construction management and civil engineering for Municipal and DOT projects throughout Western North Carolina, Northeastern Tennessee, and Southwest Virginia. His extensive project experience includes a specialization in pedestrian centric projects including linear transportation, multi-use greenway, downtown streetscape, community connectivity, safe routes to school, and other bike and pedestrian improvement projects ranging in size and complexity. Most recently, Brian has served as senior project manager for developing and executing State and Federally funded projects. He has been successful in realigning and restructuring projects with conflicts in environmental, right-of-way, or construction approvals, and identifying additional funding opportunities for various DOT and USDA projects experiencing budget shortages. Brian is dedicated to developing direct relationships with local municipalities located across the Carolinas and helping clients leverage funding programs to help them realize strategic project goals benefiting their local communities.



Education:

BS/Construction Engineering/
East TN State University

Registration:

PE/NC #044307
PE/VA #053054

Years of Experience:

22 Years

Specialties:

Construction Management	Linear Transportation Design	Construction Administration
Design & Survey Coordination	Land & Engineering Surveys	Multi-modal Pedestrian Project Design

Certifications:

NCDOT Complete Streets Certification	TDEC EPSC - Levels I & II
Certified Professional Erosion & Sediment Control (CPESC)	10 Hr. OSHA Construction Safety

Ed Evans - Project Coordinator & Public Liaison

Ed served in the High Country of Western North Carolina in municipal management positions for 10 years. He served as Town Manager in the Town of Seven Devils, Beech Mountain, Blowing Rock, and most recently as Interim Town Manager for North Wilkesboro. He maintains both a Real Estate Broker and Appraiser's license, is certified by the North Carolina Association of Zoning Officials, and has worked for 20 years in the Real Estate industry and as a Planner specializing in comprehensive plans, marketing studies and subdivision development analysis. Ed has worked with numerous granting entities and successfully written grants with awards to the NC Clean Water Management Trust Fund, NC Department of Natural Resources, NC Parks and Recreation Trust Fund, NC Crime Commission, NC Urban and Community Forestry Grant Program, and Golden Leaf. Additionally, Ed worked with other grantors, providing administration of grants with NC Recreational Trails Program and NC Urban and Community Forestry.

Ed brings with him a wealth of knowledge on what it takes to manage a Town, initiate projects and keep them on track, assist with marketing strategies, and provide municipal financial consulting; thereby making him an asset to the firm and to the cities, towns, and communities that he serves through the many capabilities and myriad of experiences with Mattern & Craig.



Education:

BS/Geography & Planning/
Appalachian State University

MPA/Public Administration;
Economic Development; Public
Management/ Appalachian State
University

Registration:

2020/Remote Pilot/FAA UAS
License #4387851

Years of Experience:

17 Years

Donald Huffines – CEI QA/QC Manager

Donald is a veteran Project Manager bringing 34 years of direct heavy highway engineering experience. He is adept at leading projects from development to delivery. During his career he has administered contracts from overly complex interstate construction to small bridge replacements and resurfacing. Donald has always placed the department and taxpayer first in his approach to project leadership. He is an effective people manager, big-picture thinker, and has experience in project coordination, performance monitoring, budget coordination and tracking, and contract development and management to name a few. Donald closed his career with the department as the Division 7 Project Manager where he developed and maintained a successful LAP Program that significantly provided oversight for federally and state funded projects that impacted efficiency and improved operations. This program specifically includes the Burlington, Carrboro, Chapel Hill, Greensboro, High Point, Hillsborough, and Jamestown communities.

Certifications:

Pedestrian Work Zone Accommodations	10 Hr. OSHA Training
NC Complete Streets	



Education:

BS/Civil Engineering/
NC State University-Raleigh

Registration:

NCDOT Tech #546

Years of Experience:

34 Years





Meng Yang, PE – Roadway Construction Administration

Meng has experience serving as a project engineer for several projects. He is experienced in various areas of transportation engineering, including roadway geometric design, traffic signal design, roadway safety analyses, storm drainage design, and erosion prevention and sediment control design and implementation. He has provided these services to North Carolina and Virginia state DOTs, local municipalities, and private sector clients. He is familiar with many industry-wide software packages, including MicroStation, OpenRoads Designer, AutoCAD, and Microsoft Office.



Education:

BS/Civil Engineering/
California State University

Years of Experience:

7 Years

Timothy Townsend, PE – Structures Construction Administration

Tim has over 22 years' experience in bridge design and construction services including, but not limited to prestressed girder bridge design, steel girder bridge design, and construction false work design mainly in North Carolina, South Carolina, and Virginia. He has experience in bringing in projects on time and within budgets while maintaining respectful client relationships.

Specialties:

Bridge Design:

- Prestressed Concrete
- Spliced Post-Tensioned / Girder
- Steel (Straight Girder)
- Steel (Curved Steel)

Retaining Wall Design:

- Concrete Cantilever
- Gabion Wall
- Gravity Wall
- Soldier Pile
- Sheet Pile

Culvert Design

- Construction Services
- Sound Wall Design
- Abutment Design



Education:

MS/Civil Engineering-Structural/
University of NC at Charlotte

BS/Civil Engineering/ University
of NC at Charlotte

Registration:

PE/NC #034955
PE/SC #37503
PE/TN #123457
PE/VA #060700

Years of Experience:

22 Years

Daniel Cansdale - Senior CEI Inspection Lead

Daniel has a combined 36+ years of experience in all phases of heavy highway construction. He is currently the resident project representative on an aviation grading project at the Piedmont Triad International Airport. He is team-oriented, self-directed with personal integrity and professional ethics, and highly effective at working independently or as part of a team.

NCDOT Certifications:

- ABC Sampling (Pending)
- Conventional Density Technician
- Concrete Field Technician
- QMS Roadway Technician
- Nuclear Safety & Hazardous Materials Training
- Chemically Stabilized/Base Essentials
- Borrow Pit Sampling (Pending)
- ACI Concrete Technician
- Intro to Asphalt Pavements
- QMS Nuclear Density (Pending)
- Level II Erosion & Sediment Control
- PC Concrete Pavement Tech



Registration:

NCDOT Tech #9429

Years of Experience:

36 Years



Russell Amsler - Materials Testing Support

Russell has over nine years of fieldwork experience, including multiple aspects of general construction & management for residential and commercial development. He is very knowledgeable in construction and safety. He has experience with OSHA rules and regulations. His areas of work experience include concrete field testing; general contracting & site management; hardscaping; inventory management; operation of light & heavy equipment. Uniquely, Russell has expertise in software design for robotic/PLC control programming. He also brings a background in customer service, client representation, and quality of service with roles requiring leadership in operations, planning, organization, and goal setting, and motivating personnel to attain set goals.

Specialties:

Heavy Equipment Operator	Concrete Field Technician (Testing)	General Contracting
Construction Site Management	Project Coordination & Management	Welding/Fabrication

Certifications:

NCDOT Certifications:

- Borrow Pit Sampling Technician Cert #BPS-18804
- Conventional Field Technician (Testing) Cert #PCT-18804
- Concrete Field Technician (Testing) Cert #PCT-18804

American Concrete Institute Certified

State Batch Certification in NC

OSHA 10-Hr Training

Hazardous Materials Certified

CPR Certified

CPI Certified



Education:

AAS/Civil Engineering/
Haywood Community College
Western Carolina University/
Collect of Engineering &
Technology

Years of Experience:

9 Years

Milas Trull - CEI Inspection Support

Milas has six years of experience in construction management and fieldwork in crew supervision. He also holds a 4-year degree in construction management from WCU. He has extensive knowledge of construction methods heavy equipment and grading and specializes in asset inventory & assessment, utility installation, asphalt paving operations, time, material, and labor documentation. Milas is working as the Team 1 Lead Technician with Mattern & Craig during Phase 4 of the NCDOT Asset Inventory project. He currently is responsible for all field maps data entry & operation of the iPad tablet for his team.

NCDOT Certifications:

2024 NCDOT Structure Inspector Training Course	ABC Sampling Tech Cert #ABC-19978
Concrete Field Tech (Testing) Cert #PCT-19978	Conventional Density Tech Cert #CDT-19978
Borrow Pit Sampling Tech Cert #BPS-19978	



Education:

BS/Construction Management/
Western Carolina University

Years of Experience:

6 Years

Michael Wood - NCDOT HiCAMS-SAP Document & Auditing Support

Michael is a seasoned supervisor with extensive work ethics and task management experience with the ability to manage multiple projects simultaneously with a high degree of accuracy. His experiences are, but not limited to daily record keeping, communication with multiply parties, compliance with specifications, works well with diverse group of coworkers, supervision of lower-level technician /personnel and problem solving on the project. Michael holds an extensive experience and knowledge in the engineering field ranging from surveying to construction inspection along with materials inspecting and auditing on state and federal projects. He has spent the better part of his career working at NCDOT. He holds a vast knowledge of NCDOT policies and specifications which was implemented while working with the NCDOT Construction/District Engineer's / Division 14 offices. Michael has a working knowledge of Hicams/Sap which was used by NCDOT for record keeping and tracking on state and federal projects. Also, these programs were used on state and federal auditing process when projects were being closed out and certified.

NCDOT Certifications:

ABC Nuclear Density Tech	ABC Sampling Tech	Borrow Pit Sampling Tech	QA/QC Aggregate Testing Tech
Concrete Batch Tech	NCDOT/ACI Concrete Field Tech	Conventional Density Tech	Welding Inspection
QMS Roadway Tech	Intro to Asphalt Pavements	PC Concrete Pavement Tech	QA/QC Aggregate Sampling Tech
QMS Density Gauge Tech	Nuclear Safety & Hazardous Materials Testing		

Michael Baker

INTERNATIONAL

Education:

Civil Engineering/ Asheville-
Buncombe Community
College

Registration:

NCDOT Tech #11062

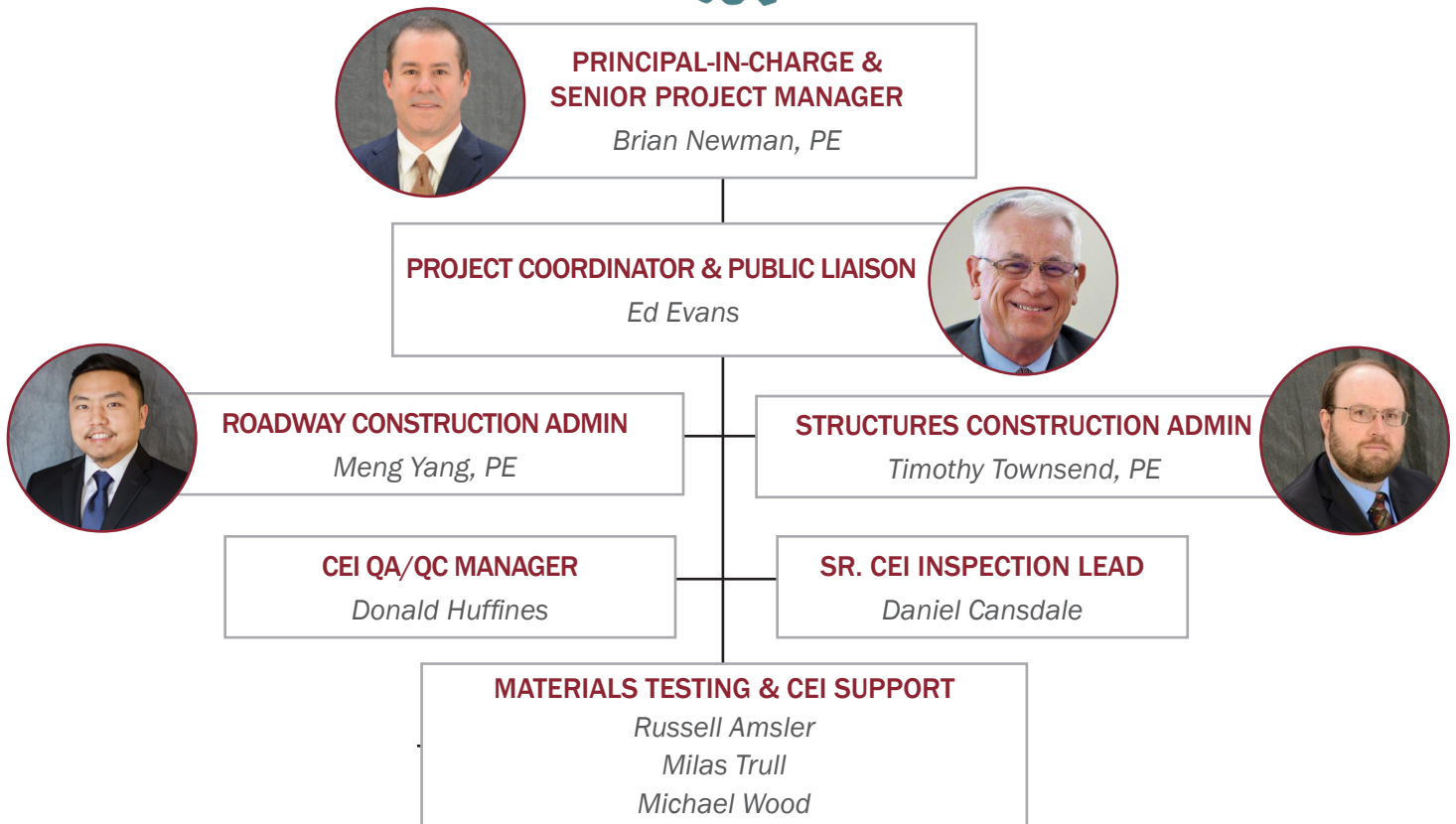
Years of Experience:

32 Years

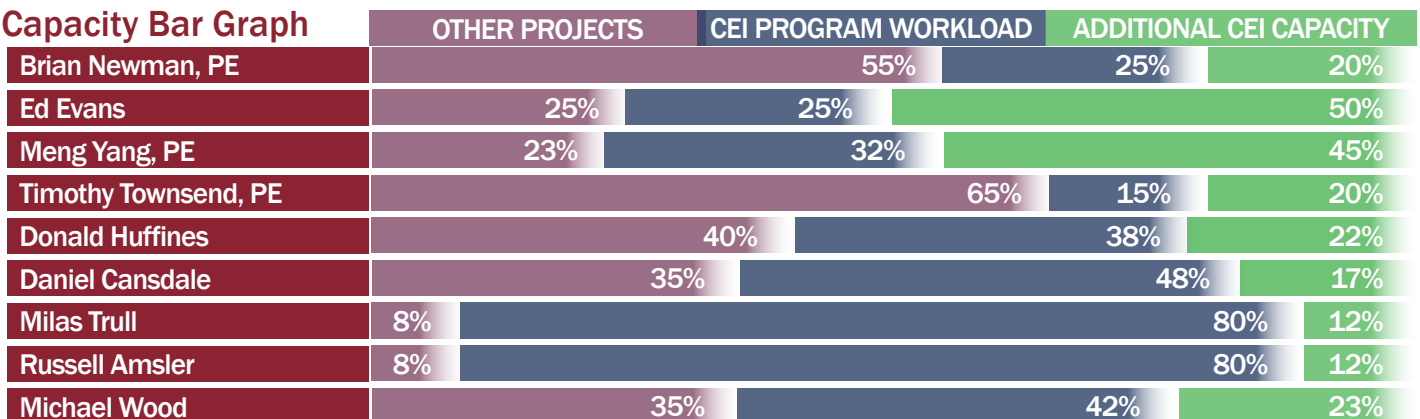




Organizational Chart



Capacity Bar Graph



SPSF Certification

Mattern & Craig is currently registered as a Small Professional Services Firm (SPSF) with NCDOT. We recognize that small businesses are an integral part of the departments success and can help provide unique, local perspectives and innovative project approaches. Despite our size, we can provide a team of well-rounded professionals to address complex projects comprehensively and with specialized expertise to provide the program the required professional engineering services that are essential to the CEI process.

Approach to Performing Construction Engineering and Inspection Services

Mattern & Craig will seek to provide the City of Lenoir with comprehensive services from project initiation through completion. We understand that this project will include performing construction engineering inspection (CEI) services for demolition of approximately 950 feet of substandard sidewalk and construction of approximately 1,560 new feet of sidewalk along Hospital Avenue from Harper Avenue to US Hwy 321.

Mattern & Craig's goal will be to serve as the City's advocate throughout the Project in order to minimize the involvement and burden of project activities for the staff as much as practical. We understand that the process needs to comply with all rules, regulations, and procedures required for Surface Transportation Program – Direct Allocation (STP-DA) Federal-Aided NCDOT projects.

We anticipate a summary of the services to provide construction engineering inspection for this project will include:

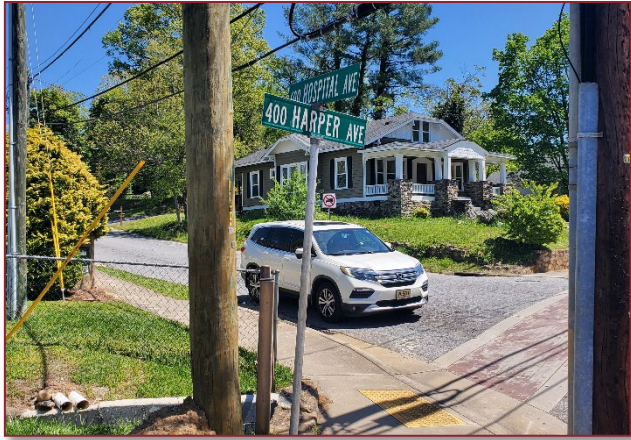
- Conduct inspections and complete daily inspection reports.
- Materials test reports, materials certification, documentation of quantities, and pay records.
- Ensure daily logs and project diaries are kept up-to-date.
- Perform the construction engineering, sampling and testing required during construction in accordance with NCDOT departmental procedures.



- Provide documentation of compliance in accordance with State and Federal procedures, guidelines, standards and specifications.
- Ensure all change orders are submitted and approved by City and NCDOT before moving forward with changes
- Perform all CEI related services required to ensure the successful completion of the project(s)

It is our understanding that the contract project responsibilities of the consultant management team on this project may include, but not be limited, to the following:

1. **Project Management Meetings/Updates for transition to Consultant Management and Inspections:** Attend meetings and coordinate with the City and NCDOT to transition project management and inspection services. Meet with contractor to address consultant management roles and procedures.
2. **Attend Progress Meetings:** Prepare the agenda, attend, and conduct meeting at appropriate interval with City and NCDOT personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute typed minutes to the appropriate agencies and attendees.



3. **Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services. All field technicians will be certified in the applicable NCDOT certifications.
4. **Change Orders and VECP:** Notify the City and NCDOT of the necessity of any change orders. Negotiate prices for additional pay items with the contractor. Coordinate acceptance of prices with the City and NCDOT. Prepare change orders and submit to the City and NCDOT for final review and submittal for processing. Submit value engineering change proposals to the City and NCDOT for analysis.
5. **Shop Drawings:** Review all contractor submitted shop drawings.
6. **Quality Assurance, Testing for Acceptance:** Conduct and document the testing required by NCDOT in the field as defined in the contract plans or specifications. Document material testing on standard forms provided by the Department and distribute as required. Monitor documentation of testing by the contractor. Conduct additional QA testing as appropriate.
7. **Progress Payments:** Document and assemble accurate quantities for monthly progress payments to the prime contractor from actual project field records. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment.

8. **Revisions to the Contract Plans:** Any revisions to the contract plans will be submitted to the City for processing.
9. **Inspection of Work:** Provide inspection services for conformance to plans and specifications. Observe, measure, and record all quantities for payment. Record field measurements in project records for review.
10. **Review Traffic Control:** Check traffic control and notify the contractor of deficiencies or problems. Document weekly (or as often as necessary) project traffic control and distribute as required.
11. **Review E&SC:** Inspect erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.
12. **Utility Relocations:** Relocations that are included will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the City. Coordinate with other affected utilities to ensure timely utility relocation. Conduct periodic utility meetings as needed.
13. **Final Records:** Submit a compilation of project records in the Department's standard format after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project.



PRIME CONSULTANT

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY

RACE AND GENDER NEUTRAL

EB-5806 Hospital Avenue Sidewalks Construction Engineering & Inspection Services

TIP No. and/or Type of Work (Limited Services)

Mattern & Craig, Inc

(Consultant/Firm Name **ONLY** -- Include NO PII (Personally Identifiable Information))

<i>SERVICE / ITEM DESCRIPTION</i>		
Discipline Code**	Description**	<i>Anticipated Utilization (%)</i>
195	Roadway Construction Engineering & Inspection	20.00%
233	Structures Construction Engineering & Inspection	5.00%
**One (1) per line -- please use additional Prime RS-2 Forms if necessary.		TOTAL UTILIZATION:
		25.00%

****One (1) per line -- please use additional Prime RS-2 Forms if necessary.**

"PRIME CONSULTANT" (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
2. Insert TIP Number and/or Type of Work (Limited Services)
3. Complete the Consultant/Firm name for the primary firm information.
4. Enter Service/Item Description – describe work to be performed by the Prime Firm
5. Enter Anticipated Utilization – Insert dollar value or percent of work to the Prime Firm
6. *Signature of the Prime Consultant **is required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
7. Complete “SPSF Status” section - Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

RECOMMENDED BY:

CONSULTANT:

Brian Newman, PE

*BY:

Principal

TITLE:

SPSF Status: ☒ YES ☐ NO

SUBCONSULTANT

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY

RACE AND GENDER NEUTRAL

EB-5806 Hospital Avenue Sidewalks Construction Engineering & Inspection Services

TIP No. and/or Type of Work (Limited Services)

Mattern & Craig, Inc.

(Consultant/Firm Name **ONLY** -- Include NO PII (Personally Identifiable Information))

Michael Baker Engineering, Inc.

(Subconsultant/Firm Name **ONLY** -- Include NO PII (Personally Identifiable Information))

SERVICE / ITEM DESCRIPTION		
Discipline Code**	Description**	Anticipated Utilization (%)
195	Roadway Construction Engineering & Inspection	65.00%
233	Structures Construction Engineering & Inspection	10.00%
**One (1) per line -- please use additional Subconsultant RS-2 Forms if necessary.		TOTAL UTILIZATION: 75.00%

****One (1) per line -- please use additional Subconsultant RS-2 Forms if necessary.**

TOTAL UTILIZATION:

75.00%

SUBMITTED BY:	
SUBCONSULTANT:	<i>Chadwick Huffines</i>
Chadwick D. Huffines, PE	
*BY:	
Associate Vice President/Office Executive	
TITLE:	

RECOMMENDED BY:	
CONSULTANT:	
Brian Newman, PE	
*BY:	
Principal	
TITLE:	

SPSF Status: ☐ YES ☒ NO

“SUBCONCONSULTANT” (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name for the primary firm information.
4. Complete the Subconsultant/Sub Firm name for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant **are required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF Status” section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has **no** subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word **“None”** or the number **“ZERO”** and signing the form.



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

Resolution Honoring Sherry Griffin

WHEREAS, Sherry Griffin has served the City of Lenoir and other local government members of the Western Piedmont Council of Governments (WPCOG) for more than three decades; and

WHEREAS, since starting her career with WPCOG in 1986, Sherry rose from Community Development Administrator to Community Development Specialist in 1988, Community and Economic Development Director in 1997, and Assistant Executive Director in 2015; and

WHEREAS, Sherry has made significant contributions to help transform the region in positive ways by working on many notable projects in the region such as business parks in Caldwell, Burke, Catawba, and Alexander counties, the Manufacturing Solutions Center, Target Distribution Center, Trivium Corporate Center, and the Google Data Center here in Lenoir; and

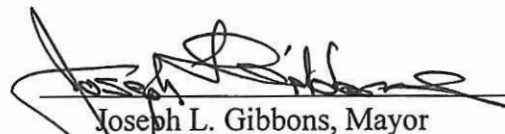
WHEREAS, she helped develop the Unifour Consortium with the City of Lenoir serving as the lead entity, and the consortium, which is funded by the U.S. Department of Housing and Urban Development, has helped increase regional housing options for low-to moderate-income individuals and has provided down-payment assistance funds to more than 3,000 first-time homebuyers during the past 27 years; and

WHEREAS, Sherry has made transformative contributions in our communities by securing and administering 750 grants, improving housing accessibility, and fostering economic growth by drawing in more than \$2 billion in investments to move essential projects forward.

NOW THEREFORE BE IT RESOLVED, I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir Council and all the citizens, do hereby congratulate Mrs. Sherry Griffin on her 37-year career with the WPCOG and her well-deserved retirement, and I commend Sherry for her visionary leadership, collaborative approach, and desire to improve the lives of our residents. Her work has had a profound, beneficial, and lasting impact on Lenoir and the Unifour region.

This the 21st day of May 2024.

SEAL


Joseph L. Gibbons, Mayor

